

This is a plain-text version of the Open Public Records Act request "Municipal Building Renovations". The latest, full version is available online at http://opramachine.com/request/municipal_building_renovations.

From: Concerned Resident
To: Delaware Township
Date: April 05, 2023
Dear Delaware Township,

Building Renos 2019-Present *

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

- ✓ • Ordinances and Resolutions authorizing Municipal Building renovations (from 2019 - present)
- Bid Package
- Proof of Publications for Request of Bids
- All submitted Proposals
- ✓ • Bid tabulations
- ✗ • Bid guarantees, consent of surety bond, and performance bonds
- ✗ • Pay to Play Paperwork and/or Business Entity Disclosure Certification
- Proof of Publication for Award of Contract
- All Invoices and Purchase Orders
- ✓ • Signed Contract including scope of work to be completed and any listed subcontractors
- Change Order(s) documentation: proposals, invoices, resolutions authorizing
- Payroll Certifications for work completed (NJSA 34:11-56.25)
- ✗ • Proof of Prevailing Wage Paid

Yours faithfully,

Mr. Johnson

From: Monica Orlando, Delaware Township

To: Concerned Resident
Date: April 05, 2023

I am currently out of the office on medical leave. During my absence, please contact:

Marriage/Birth/Death Questions please contact
Deanna Higgins, Deputy Registrar
[email address]

RECEIVED

APR 05 2023

Due: 4/17/23

© DM 4/4/23 (18)

Be/ Russia

Form of Contract

Contractor

And

Township of Delaware Hunterdon County of New Jersey

CONTRACT (This "Contract") made as of the 17th day of October in the year of 2022.

between

the OWNER:

TOWNSHIP OF DELAWARE

570 ROSEMONT RINGOES ROAD

PO BOX 500, SERGEANTSVILLE, NJ 08557

and the CONTRACTOR

S. Batata Construction Inc.

238 Emston Road, Suite B1

Parlin, NJ 08859

the PROJECT:

MUNICIPAL BUILDING SIDEWALK AND RAMP
REPLACEMENT PROJECT

the ENGINEER:

PAUL M. STERBENZ, P.E.

of COLLIERS ENGINEERING & DESIGN INC.

(DBA MASER CONSULTING)

The Owner and the Contractor agree as set forth below.

Article 1

The Contract Documents

1.1 The Contract Documents consist of this Contract, the Specifications and Contract Documents prepared by Paul M. Sterbenz, P.E., Engineer, annexed hereto, the Drawings, the Bid Specifications, and all addenda issued prior to, and all modifications issued after execution of this Contract. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. In case of a conflict in terms, the terms of this Contract shall apply over the terms of any other Contract Documents.

1.2 The Contractor agrees to furnish its best skill, judgment and efficient business administration in performing its obligations under the Contract, and, further, agrees to maintain an

adequate supply of workmen and proper materials on the job site at all times, to perform the Work in the best and most sound way, and to cooperate with the Engineer, in order to complete the Work expeditiously in accordance with the Contract Documents.

1.3 The Contractor shall provide competent supervision of all phases of the Work and shall cause the Work to be performed in strict and complete compliance with the Drawings and Specifications and all things indicated and implied therefrom. The Contractor shall designate a representative as project manager who shall be satisfactory to the Owner and the Engineer. Such project manager shall not be changed unless his performance is unsatisfactory to the Owner or the Contractor or unless he ceases to be in the employ of the Contractor. The project manager designated by the Contractor shall attend all job meetings with the Owner and the Engineer at such reasonable times as shall be requested by the Owner or the Engineer and shall periodically render reports to the Owner and the Engineer on the progress of the work.

1.4 The Contractor shall furnish to the Owner and the Engineer, prior to commencement of work and within thirty (30) days from date hereof, a Construction Progress Schedule broken down by stages and, after the issuance of any Change Order, shall furnish to the Owner a revision of such Schedule. The Progress Schedule shall indicate the dates for the starting and completion of the various stages of construction (and shall be revised as required by the conditions of the Work, subject to the Owner's approval). The Contractor shall maintain the progress of the Work in accordance with the Construction Progress Schedule, as same may be revised. In order to comply with the Construction Progress Schedule, the Contractor will ensure that all subcontracts clearly state that the requirements of the Construction Progress Schedule must be met.

1.5 The Contractor shall perform its obligations hereunder in strict compliance with all applicable laws, ordinances, rules, regulations, orders, statutes, codes and requirements of the Board of Fire Underwriters and of all Federal, State, City, and other governmental entities having jurisdiction over the Project, and the Contractor shall apply for and obtain all licenses and permits required in connection with the Work. The Contractor warrants that, when completed, the Project shall be in compliance with all laws in effect at the time of completion. Changes in costs reasonably incurred by the Contractor resulting from changes in any governmental requirements effective after the date of this Agreement (including interpretation by governmental officials which increase or decrease cost) shall be covered by a Change Order.

1.6 The Contractor covenants to maintain complete and accurate books of account showing the costs of the Project, which books shall, at all reasonable times, be open to inspection by the Owner and the Engineer.

Article 2

The Work

2.1 The Contractor shall perform all the Work required by the Contract Documents for the MUNICIPAL BUILDING SIDEWALK AND RAMP REPLACEMENT PROJECT and finish work shown in the Contract Documents.

2.2 The Contractor represents and warrants to the Owner that the Contractor has (a) examined the Contract Documents, the job site, the surroundings and local conditions, (b) made all investigations it deems necessary or appropriate for a full understanding of the scope of the Work

to be performed and (c) examined all other documents and data which it deems necessary or appropriate to establish the Contract Sum. The Contractor acknowledges that it considers the foregoing factors sufficient and is not relying upon any representations or warranties of the Owner except as expressly herein set forth.

Article 3

Time of Commencement and Substantial Completion

3.1 Within ten (10) calendar days from the delivery of a notice from the Owner to the Contractor to proceed (the "Notice to Proceed") the Contractor shall commence performance of the Work and, subject to authorized adjustments, achieve Substantial Completion no later than one hundred twenty (120) calendar days from the commencement date indicated in the Notice to Proceed.

Article 4

Contract Sum

4.1 The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the total Contract Sum of \$200,092.00. Such Contract Sum includes, without limitation, all labor, materials, tools, equipment, water, heat, power, transportation, facilities (temporary or otherwise), equipment rental costs and all other services necessary for the proper construction and completion of the Project in accordance with the Contract Documents.

4.2 The Contract Sum is determined based upon a stipulated sum.

4.3 Attached to this Contract are the Bid Specifications upon which the Contractor was the successful lowest responsible bidder. Any questions which arise as to the work to be performed under this Contract shall be determined by the Engineer with reference to such Bid Specifications.

Article 5

Progress Payments

5.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

5.2 Payments to the Contractor shall be based upon Work actually performed, installed and approved by the Engineer and materials stored off-site, provided however, that with respect to materials stored off-site, the following conditions shall have been satisfied: (a) the Owner shall be furnished with an original invoice from the material supplier certifying that the price of such materials has been paid in full by the Contractor, (b) the Owner shall receive a warranty bill of sale for such materials, (c) the Owner shall have received a certificate evidencing that such materials are insured against loss on an all risk basis with the Owner listed as the named insured, (d) such materials shall be clearly and visibly marked and tagged so as to indicate that title thereto is vested in the Owner, (e) the Engineer shall have inspected and approved such materials for incorporation

into the Project, (f) the Owner shall have received an effective waiver of all liens and rights to assert liens from the Owner and lessor of the property upon which such materials are stored, (g) the Owner shall have received an Affidavit from the Contractor certifying that such materials will be incorporated into the work, (h) on the first One Hundred Thousand Dollars (\$100,000) due to the Contractor under this Contract a retainage of ten percent (10%) shall be withheld from each payment for stored materials, in addition to the normal retainage withheld from each payment so that a total of twenty percent (20%) retainage shall be withheld for stored materials. On progress payments due to the Contractor over One Hundred Thousand Dollars (\$100,000) the total retainage shall be two percent (2%). On progress payments where the contract value is less than One Hundred Thousand Dollars (\$100,000) the total contract retainage shall be twenty percent (20%). In addition, the Owner reserves the right to withhold twenty percent (20%) contract retainage for all asphalt improvements until testing is completed by the Owner, this would be in addition to the contract and stored materials retainage.

5.3 At least fourteen (14) days before each payment falls due, the Contractor shall furnish to the Engineer an itemized Application for Payment showing the value of Work performed through the end of the previous calendar month. Each pay request must be submitted to the Engineer using AIA formatted payment certificate, the certificate must clearly state the Work and quantities completed and quantities paid to date. In addition, the certificate must clearly identify the period in which the Work was performed, i.e., week beginning and week ending date. Also, the Contractor must provide two (2) original sealed and signed certified payrolls for the period for themselves and any subcontractors. If any items of the payment request are omitted or not properly formatted, the Owner and the Engineer will not review the payment until the pay request is deemed acceptable and complete. Certified payrolls must be submitted for periods of no work and indicate no work was completed during such period.

5.4 Upon each parent to subcontractors and material suppliers, the Contractor shall obtain Partial Waiver of Lien from each such subcontractor and material supplier and shall deliver such instruments to the Owner prior to the next Application for Payment.

5.5 The Contractor agrees that each Application for Payment shall be made by a duly authorized representative of the Contractor and properly notarized, that it shall set forth the names and addresses of each person, firm or corporation furnishing materials or labor for the Work, the exact dollar amount of liability which has been contracted for with each person, firm or corporation and/or incurred with each such person, firm or corporation, the total disbursements made prior to the date of such Application for Payment to each such person, firm or corporation and the amounts requested by each such person, firm or corporation in that month's request for payment. Each such affidavit shall be accompanied by evidence satisfactory to the Owner, that there are no liens against the Work, the Project, the property and improvements on which the Project is located, or on any funds or property owned or possessed by the Owner. Failure of the Contractor to list the name of any person who subsequently files a lien against the Project or any other property of the Owner in any Application for Payment furnished to the Owner under this Article 5 or the failure of the Contractor to obtain a release of lien rights from any person, firm or corporation listed in any affidavit furnished to the Owner under this Article 5 (which person subsequently files a lien), or otherwise to protect the Owner against the same, shall not absolve the Contractor of its responsibilities to the Owner under this Article. In lieu of the requirements of the Contractor under this section, the Contractor may satisfy these requirements by a certification under oath of the Contractor that no person, firm or corporation has filed a lien against the project.

5.6 If any subcontractor refuses to furnish such evidence required by the Owner, the Contractor may be required to either withhold payment from such subcontractor or furnish a bond, as approved by the Owner, in a form satisfactory to the Owner, to indemnify them against any such lien. In the event a subcontractor or materialman files a lien against the Project, the Contractor shall promptly cause such lien to be formally released, bonded against or satisfied, and shall reimburse the Owner for all costs and expenses, including, but not limited to, attorneys' fees, and bonding and title indemnity expenses incurred by it in contesting, discharging, releasing or satisfying such lien or defending or otherwise participating in such suit. The Owner shall have the right to retain out of any payment then or thereafter to become due to the Contractor 150% of the amount claimed, or such other amount as the Owner shall determine, to indemnify the Owner against any lien that may appear in favor of any person claiming by, through, or under the Contractor, which amount shall include reasonable allowances for the estimated costs, including, but not limited to, attorneys' fees to defend any action in connection therewith or deposits which need to be made to have such lien released against the Project. The Contractor shall similarly indemnify and protect and defend the Owner in respect of any lien in favor of any person claiming by, through, or under it, including, among others, its subcontractors or its and their material suppliers may appear after final payment is made.

5.7 Once the Contractor's Application for Payment has been certified by the Owner following approval by the Engineer, the Owner shall authorize payment to the Contractor at the next scheduled public meeting and issue payment during the Owner's next payment cycle following the meeting at which payment was authorized.

5.8 The Owner shall withhold two percent (2%) of each progress payment due to the Contractor until Final Completion of the Work for contracts with a total Contract Sum greater than One Hundred Thousand Dollars (\$100,000). The Owner shall withhold ten percent (10%) of each progress payment due to the Contractor until Final Completion of the Work for contracts with a total Contract Sum equal to or less than One Hundred Thousand Dollars (\$100,000). All amounts retained by the Owner shall be retained until Final Completion of the Work and the Contractor has signed its General Release and Final Waiver of Lien; provided, however, that the Owner may, at its option, reduce or release retention for those subcontractors mutually agreed to by the Owner and the Contractor who have completed their portion of the Work provided that (i) such work has been approved by the Engineer; (ii) each such subcontractor has signed a General Release and Final Lien Waiver; (iii) the Work is progressing satisfactorily in accordance with the Construction Progress Schedule; and (iv) such reduction or release does not, in the Owner's opinion, increase the Owner's financial risk on the Project. As a condition of the release of any retention to a subcontractor before the completion of the Project, the subcontractor shall agree that the period of duration of any warranties made by it will not commence until the completion of all the Work. Additionally, the Owner will hold twenty percent (20%) retainage for asphalt pavement materials until testing is complete.

5.9 "Final Completion" shall be defined as such time as the Contractor obtains a final Certificate of Completion from the Engineer, and the Contractor submits to the Owner and the Owner approves (a) General Release and Final Lien Waivers and releases from Contractor and all subcontractors, materialmen, suppliers and sureties, in form and substance satisfactory to the Owner, (b) the Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred by, through or under the Contractor in connection with the Work (excluding Work pursuant to warranties and guaranties), have been paid or otherwise satisfied or, if not so paid or satisfied, that amounts satisfactory to the Owner, in the Owner's sole discretion, have been withheld to protect itself from any claims resulting therefrom, including, but not limited to, attorney fees, (c) all the Contractor's as built drawings, records and related data have been delivered to the Owner, (d) all guarantees and warranties to which the Owner is entitled hereunder are delivered in a form satisfactory to the municipal attorney, (e) all other customary permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction have been issued, and (f) all other documentation reasonably required by the Owner has been supplied.

5.10 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

Article 6

Subcontracts

6.1 Prior to awarding any subcontract, the Contractor shall notify the Owner and the Engineer of the name of each proposed subcontractor and the amount of the subcontract price and shall provide the Owner with copies of each bid. The Owner shall have the right to reject any subcontractor who does not establish to the satisfaction of the Owner his experience, competence and financial ability to perform the Work. The Owner agrees to act diligently upon receipt from the Contractor of the names of proposed subcontractors and shall not delay the award of any subcontract to a subcontractor deemed acceptable to the Owner.

6.2 If the Owner disapproves of a proposed subcontractor, it may direct the Contractor to award such work to an alternate subcontractor of the Owner's choosing provided that if an increase in the cost of performing the Work or furnishing the materials caused by the award of such subcontract to the alternate subcontractor shall result, the Owner shall have the option to permit the original subcontractor to work or approve a Change Order in accordance with Article 7 and an appropriate adjustment of the Contract Sum.

6.3 Upon execution of any subcontract or material purchase contract, each contract will provide that such subcontract or purchase contract, and all rights of the Contractor thereunder, shall be assignable to the Owner, or to another Contractor designated by the Owner, without consent of the subcontractor; that upon such an assignment becoming effective such subcontractor will be bound to the Owner or such Contractor designated by the Owner as fully and in the same manner as such subcontractor is bound to the Contractor under such subcontract; and that upon such assignment becoming effective all sureties of the obligations of such subcontractor shall be bound to the Owner or such contractor designated by the Owner as fully and in the same manner as such sureties are bound to the Contractor. The assignment of such subcontracts shall not become effective unless an event of default has occurred hereunder and the Owner has terminated this Contract.

Article 7

Changes in the Work

7.1 No one other than the Owner shall have the right to require or instruct the Contractor to make any changes, deletions or addition to the Work that will result in a Change Order (as that term is defined in the General Conditions) or will result in a change to the Contract Sum. Any such changes, deletions or additions authorized by the Owner must be in writing and signed by a duly authorized representative of the Owner which change order shall first be approved by a resolution of the governing body of the Owner.

7.2 The Owner reserves the right, from time to time, whether the Work or any part thereof shall have been completed, to make changes, additions, revisions or omissions in the Work as the Owner may deem advisable. The value of the Work to be changed, added or omitted shall be stated in the Change Order and shall be added or deducted, as the case may be, from the Contract Sum.

7.3 In the event the value of the Change Order cannot be determined by reference to the unit prices, the value shall be equal to the actual cost of performing such Change Order, plus fifteen percent (15%) overhead and profit.

7.4 The Owner reserves the right to award separate contracts for the performance of any work not included in the Work described in the Contract Documents.

Article 8

Additional Obligations of Contractor

8.1 The Contractor shall comply with all applicable New Jersey State Statutes, Administrative Regulations and Proclamations, including the payment of any prevailing wage rates required by law, which are annexed hereto as Appendix A.

8.2 The Contractor shall comply with the mandatory requirements referenced in the following appendices:

- (a) **Appendix B** – Equal Employment Opportunity Language for Construction Contracts;
- (b) **Appendix C** – New Jersey Anti-Discrimination Provisions;
- (c) **Appendix D** – Equal Opportunity Provisions for Individuals with Disabilities; and
- (d) **Appendix E** – Changed Conditions Contract Provisions.

8.3 The Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Article 9

Contractor's Warranties and Guaranty

9.1 Unless a longer period of time is designated in the Contract Documents, or required by existing law or judicial determination, the Contractor hereby guarantees all Work performed under the Contract Documents against defects due to faulty or defective materials or workmanship, or failure of the Work to conform to the Contract Documents, as shall appear within a period of two (2) years from the date of Final Completion of the Project. The Contractor shall require a similar warranty in all subcontracts, including the requirement that the Owner be reimbursed for any damage or loss to the Work resulting from such defects. The Contractor agrees to repair or remove or replace as directed by the Owner all Work which is defective or which fails to conform to the Contract Documents; to repair, remove and replace as directed by the Owner all damaged portions of the Work resulting from or which is incidental to defects in the Work as stated above in this Article 9, or failure of the Work to conform to the Contract Documents. All repairs, removals and replacements must be commenced after written notice from the Owner as soon as reasonably practicable having due regard to the circumstances and the nature of the defect and workmen and materials sufficient in the opinion of the Owner, in the Owner's sole discretion, must be furnished to ensure prompt completion thereof. Should the Contractor fail to proceed in accordance with the provisions of this Article 9, the Owner without further notice to the Contractor may furnish all labor and material necessary for said repairs, or removals and replacements. The Contractor agrees that the repair, replacement or removal of such faulty or defective material or workmanship shall be at no cost to the Owner and further that the Owner shall be reimbursed for any damage or loss to the Work resulting from such defects sustained by the Owner.

9.2 The Contractor shall deliver to the Owner all warranties and guarantees, together with appropriate assignments, as provided in the Contract Documents, at the time and in the manner that may be prescribed therein. Notwithstanding anything to the contrary in the General Conditions, the warranties and guarantees of the Contractor and all subcontractors and suppliers under this Article 9 shall extend to all materials purchased by the Contractor pursuant to the provisions thereof and shall be for the benefit of the Owner.

9.3 It is understood that the provisions of this Article 9 generally limiting the Contractor's warranties to a two (2) year period shall not apply with respect to the Contractor's warranty that the Work is in compliance with the laws as set forth in Paragraph 1.5 hereof.

Article 10

Assignment

10.1 The Owner and the Contractor each bind themselves, their successors, assigns and legal representatives to the other party hereto, and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. However, the obligations of the Contractor arising hereunder may not be assigned or hypothecated without the Owner's prior written consent. The Contractor further agrees to insert in all subcontracts the requirement that the subcontract shall not be assigned other than to

the Owner or to another Contractor designated by the Owner, and shall not be hypothecated or transferred in any manner, without the Owner's prior written consent.

Article 11

Notices

11.1 Any notices or demands to be given by one party to the other as required by this Contract, or otherwise, shall be in writing and may be delivered by the deposit thereof in the United States Mail, postage prepaid, registered or certified with return receipt requested to both parties at the addresses set forth below. Any such notices shall be deemed to be delivered and given three (3) days after the postmark thereof.

If to the Owner:

TOWNSHIP OF DELAWARE
570 ROSEMONT RINGOES ROAD
PO BOX 500, SERGEANTSVILLE, NJ 08557
ATTN:

If to the Contractor:

S. Batata Construction Inc.
238 Emston Road, Suite B1
Parlin, NJ 08859
Attn: Blake Adelino

Article 12

Insurance

12.1 The Contractor shall maintain with insurers licensed to do business in the State of New Jersey and which are satisfactory to the Attorney for the Owner the following insurance:

- (a) Comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring on, in or about the Project and the adjoining streets, sidewalks and passageways, including contractual liability coverage pursuant to Article 15 of this Agreement, to combined single limit amount of not less than \$1,000,000.00;
- (b) The Owner and the Contractor Protective Liability Insurance in combined single limit amount of not less than \$1,000,000.00;
- (c) Workers' Compensation Insurance coverage of the full statutory liability of the Contractor;
- (d) Employer's Liability Insurance in the full statutory amount required by New Jersey law;

- (e) Products and Completed Operations Liability Insurance in the amount of \$100,000.00;
- (f) Comprehensive Automotive Liability Insurance against claims for bodily injury, death or property damage in combined single limit amount of not less than \$500,000.00.
- (g) Pollution Liability Insurance in a single occurrence limit amount not less than \$1,000,000.00.

12.2 In the event the Contractor shall fail to maintain any insurance required hereunder, the Owner may (but shall not be obligated to) procure such insurance on behalf of the Contractor. The Contractor agrees to reimburse the Owner for any such payment immediately upon demand. The procurement of insurance by the Owner on behalf of the Contractor shall not be deemed to be a waiver of the requirements of this Article 12, and shall not prevent the Owner from exercising its rights under the Contract Documents on account of a breach.

Article 13

Governing Law

13.1 This Contract and the other Contract Documents shall be construed and enforced in accordance with the laws of the State of New Jersey.

Article 14

Entire Contract

14.1 The Contract Documents constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations or discussions of the parties, whether oral or written. The invalidity of any one of the covenants, agreements, conditions or provisions of the Contract Documents or any portion thereof shall not affect the remaining portions thereof, and the Contract Documents shall be construed as if such invalid covenant, agreement, condition, or portion had not been inserted herein. This Contract can only be amended by a writing signed by both parties.

Article 15

Safety

15.1 In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions at the job site, including safety of all persons and property affected directly or indirectly by the Contractor's operations during the performance of the work. This requirement shall apply continuously 24 hours per day until acceptance of the work by the Owner. The Owner's responsibility to observe the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the job site.

Article 16

Indemnification

16.1 The Contractor assumes all risk for, and agrees to indemnify and hold the Owner and its agents, servants, officers and employees harmless from and against all liabilities, losses claims, demands, costs, expenses (including attorneys' fees and disbursements) and any judgments of any nature arising or alleged to arise from or in connection with (a) the performance of the Work under the Contract Documents, (b) the violation by the Contractor of any provision of the Contract Documents, (c) any injury to or death of, any person or loss or damage to property arising from or connected with the Work and (d) any violation of any applicable legal or insurance requirements.

Article 17

Owner's Right to Terminate Contract and Complete Work

17.1 The Owner shall have the right to terminate this Contract after giving ten (10) days written notice of termination to the Contractor in the event of any default by the Contractor.

17.2 It shall be considered a default by the Contractor whenever the Contractor shall:

- (a) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
- (b) disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof; or
- (c) fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

17.3 In the event of termination of the Contract by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means it may select.

17.4 Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the contract price shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default shall be certified by the Owner.

Article 18

Use of Completed Work

18.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an

acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work, or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as agreed by the Owner.

Article 19

Limitation of Engineer's Responsibility

19.1 Neither the Engineer's authority to act under this Contract, nor any decision made by the Engineer in good faith either to exercise or not exercise authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work under the Contract.

19.2 The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract.

19.3 The Engineer will not be responsible for the acts or omissions of the Contractor or of any of its subcontractors, or of the agents or employees of the Contractor or its subcontractors, or of any other persons at the site or otherwise performing any of the work under the Contract.

Article 20

Bonds

20.1 Contractor shall furnish to the Owner prior to the commencement of Work a labor and material payment bond and a performance bond each in the full amount of the Contract Sum executed by a surety company reasonably satisfactory to the Owner's attorney.

20.2 Upon acceptance of the Work by the Owner, the Contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount equal to fifteen percent (15%) of the final adjusted contract amount guaranteeing against defective quality of Work or materials for the period of two (2) years from the date of acceptance of the bond by the Owner. The maintenance bond shall be furnished by a surety company authorized to do business in the State of New Jersey and shall be acceptable, as to form, substance and execution by the Owner's Attorney and the Engineer (refer to Article 9 of this Contract).

Article 21

Definitions

21.1 Terms used in this Contract which are defined in the General Conditions of the Contract shall have the meanings designated in those General Conditions.

Article 22

Dispute Resolution Procedures

22.1 All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this Contract or any breach thereof, except for claims which have been waived by the acceptance of Final Payment, shall be submitted to mediation within thirty (30) days after a final determination is made by either the Project Engineer or the Owner with regard to the claim, dispute or matter. The mediator shall be selected by mutual agreement between the parties or by the American Arbitration Association, if agreement cannot be reached among the parties. The mediation shall be scheduled within fourteen (14) days of the selection of the mediator. The Work on the Project shall not be interrupted, delayed or hindered during the mediation process, unless agreed to in writing by the Owner. The hearing date shall not be cancelled or adjourned by either party without the mediator's consent. The mediation shall be conducted at the Town Hall. The cost of the mediation shall be borne equally among the parties. The mediation shall be attended by an executive officer of the Contractor who shall have full authority to act for and bind the Contractor, and with duly authorized representatives of the Owner. Mediation shall be a condition precedent to arbitration.

22.2 Any claims not settled in accordance with Paragraph 22.1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and applicable State Statutes then in effect, unless the parties mutually agree otherwise. The scope of the authority of the arbitrators in issuing any award shall be limited by any statute or regulation which governs the liability or damages from the Owner. The award rendered by the arbitrators in any such arbitration proceeding shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

22.3 Notice of the demand for arbitration shall be filed in writing with the other party to this agreement, the Engineer (if an Engineer other than the Engineer was engaged for the project [an "Outside Engineer"]), and the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and in no event shall it be made before the mediation has been requested or after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Unless otherwise mutually agreed, arbitration shall not go forward until thirty (30) days after the mediator was selected and the mediation process was given a good faith effort.

22.4 Unless otherwise agreed to in writing, the Contractor shall carry on the Work and maintain its progress during any mediation and/or arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the applicable provisions of this Contract.

22.5 The Outside Engineer and Subcontractors of the Contractor may be joined in the arbitration proceeding between the Owner and the Contractor as necessary parties. Any arbitration between the Owner and the Outside Engineer may be consolidated, at the option of the Owner or the Outside Engineer with any arbitration between the Owner and the Contractor which has a common subject matter or issue.

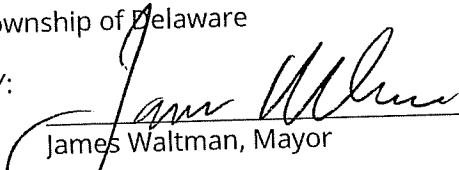
22.6 The mediation and arbitration process shall not affect the Owner's right to (1) order a Stop Work, (2) terminate the Contractor's Work, in whole or part, whether for the Owner's convenience or due to the Contractor's default; and/or (3) otherwise act in the public interest.

IN WITNESS WHEREOF, this Contract was executed and delivered as of the day and year first written above.

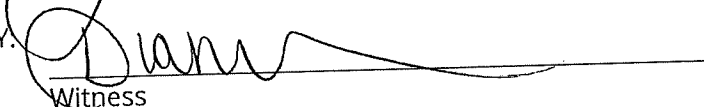
OWNER:

Township of Delaware

BY:


James Waltman, Mayor

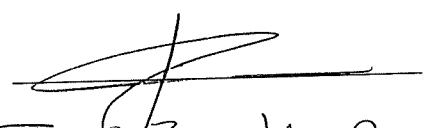
BY:


Witness

CONTRACTOR:

S. Batata Construction, Inc.

BY:


Joseph Zago, Vice President

APPENDIX A

Prevailing Wage Rate Determination

(To be appended to execution version of contract.)

APPENDIX B

Mandatory Equal Employment Opportunity Language

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Construction Contracts

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor and Workforce Development, Construction Contract Compliance Unit (the "Department"), may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Department is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with

N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

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

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

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

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

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

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

(i) The contractor or subcontractor shall interview the referred minority or women worker.

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

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Department as may be requested by the Department from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX C

New Jersey Anti-Discrimination Provisions

N.J.S.A. 10:2-1 et seq.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

APPENDIX D

Americans With Disabilities Act Of 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

APPENDIX E

Changed Conditions Contract Provisions

Differing Site Conditions Provisions

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

Suspension of Work Provisions

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

Change in Character of Work Provisions

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall

be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

Change in Quantity Provisions

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

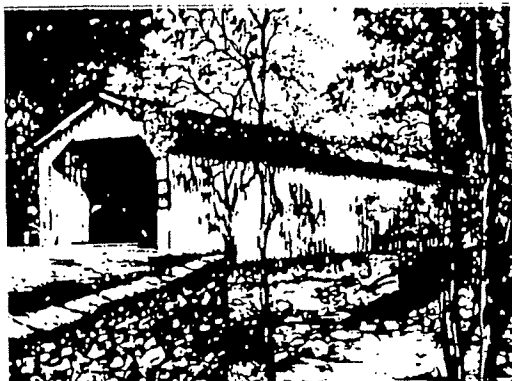
(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."



Green Sergeant's Bridge
New Jersey's Only Remaining Covered Bridge

Delaware Township

Hunterdon County, New Jersey

www.DelawareTwpNJ.org

Jodi McKinney, Registered Municipal Clerk / Registrar
OFFICE OF TOWNSHIP CLERK

PO BOX 500
TOWNSHIP HALL
SERGEANTSVILLE, NJ 08557
(609) 397-3240, Ext. 205
Direct FAX Number (609) 397-4893

DELAWARE TOWNSHIP ORDINANCE #2019-11

A CAPITAL ORDINANCE OF THE TOWNSHIP OF DELAWARE, COUNTY OF HUNTERDON, AND STATE OF NEW JERSEY TO AUTHORIZE AN EXPENDITURE AND APPROPRIATION FROM RESERVE FOR THE IMPROVEMENT OF MUNICIPAL FACILITIES IN THE AMOUNT OF \$15,000.00 AND FROM CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$10,000.00 FOR MATERIALS AND REPAIRS TO THE MUNICIPAL BUILDING.

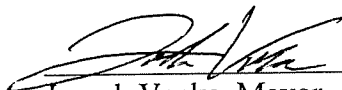
BE IT ORDAINED by the Township Committee of the Township of Delaware, County of Hunterdon, and State of New Jersey as follows:

Section 1. Delaware Township has a need to repair and maintain the municipal building including but not limited to carpeting and/or flooring, cameras and security windows and,

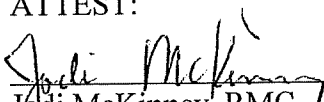
Section 2. Delaware Township hereby authorizes an appropriation and expenditure for labor and materials to make improvements to the Municipal Building in an amount not to exceed \$25,000.00; and,

Section 3. Total amount to be expended from Reserve for the Improvement of the Municipal Facilities shall not exceed \$15,000.00 and expended from Capital Improvement Fund shall not exceed \$10,000.00.

Section 4. This Ordinance shall take effect immediately upon adoption in accordance with the laws of the State of New Jersey.


Joseph Vocke, Mayor

ATTEST:


Jodi McKinney, RMC
Township Clerk
May 13, 2019

PLEASE TAKE NOTICE that the above Ordinance was approved on first reading at the regular meeting of the Delaware Township Committee held May 13, 2019. It will be considered on second reading for final adoption at a regular meeting to be held May 28, 2019, beginning 7:30 P.M. at Township Hall, Sergeantsville, New Jersey. At that time an opportunity will be given for all interested citizens to be heard.



Delaware Township
Ordinance No. 2021 – 04
A CAPITAL ORDINANCE OF THE TOWNSHIP OF DELAWARE, COUNTY
OF HUNTERDON, AND STATE OF NEW JERSEY TO AUTHORIZE AN
EXPENDITURE AND APPROPRIATION FROM CAPITAL
IMPROVEMENT FUND IN THE AMOUNT OF \$35,000.00
FOR THE RENOVATIONS TO TOWN HALL.

BE IT ORDAINED by the Township Committee of the Township of Delaware, County of Hunterdon, and State of New Jersey as follows:

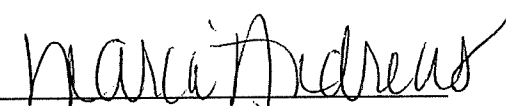
Section 1. Delaware Township has a need to renovate the existing Township Building to include windows, counters and other alternations to protect the public and employees from the public health hazard created by Coronavirus disease 2019 ("COVID-19").

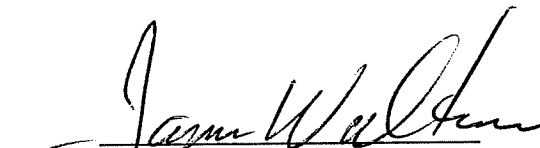
Section 2. Delaware Township hereby authorizes an appropriation and expenditure for the renovation of the Township Building in an amount not to exceed \$35,000.00; and,

Section 3. Total amount to be expended from Capital Improvement Fund to make improvements to the Municipal Building shall not exceed \$35,000.00.

Section 4. This Ordinance shall take effect immediately upon adoption in accordance with the laws of the State of New Jersey.

ATTEST:


Maria Andrews, Township Clerk, RMC


James Waltman, Mayor

PLEASE TAKE NOTICE that the above Ordinance was approved on first reading at the regular meeting of the Delaware Township Committee held April 12, 2021. It will be considered on second reading for final adoption at a regular meeting to be held May 10, 2021, beginning 7:30 P.M. at Township Hall, Sergeantsville, New Jersey. At that time an opportunity will be given for all interested citizens to be heard.

May 11, 2021

To: Legal Public Notices, The Hunterdon County Democrat

Legal Public Notice (one time only): May 13, 2021

Delaware Township
Ordinance #2021-04
Notice of Adoption

The following is the title of an ordinance which was adopted by the governing body of the Township of Delaware, in the County of Hunterdon, State of New Jersey, at a public meeting held on 5/10/21:

A CAPITAL ORDINANCE OF THE TOWNSHIP OF DELAWARE, COUNTY OF HUNTERDON
AND STATE OF NEW JERSEY TO AUTHORIZE AN EXPENDITURE AND APPROPRIATION
FROM THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$35,000.00 FOR THE
RENOVATIONS TO TOWN HALL

Maria Andrews, Township Clerk, RMC

Published: 5/13/21

Delaware Township
Ordinance #2021-04
Notice of Introduction

The following is the title of an ordinance which was introduced upon first reading by the governing body of the Township of Delaware, in the County of Hunterdon, State of New Jersey, held on 4/12/21. It will considered for adoption at a public meeting on 5/10/21 via zoom:
<https://us02web.zoom.us/j/85326052042>

Meeting ID: 853 2605 2042

One tap mobile

+16465588656,,85326052042# US (New York)

+13017158592,,85326052042# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 853 2605 2042

Find your local number: <https://us02web.zoom.us/j/85326052042>

A CAPITAL ORDINANCE OF THE TOWNSHIP OF DELAWARE, COUNTY OF HUNTERDON, AND STATE OF NEW JERSEY TO AUTHORIZE AN EXPENDITURE AND APPROPRIATION FROM CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$35,000.00 FOR THE RENOVATIONS TO TOWN HALL

Maria Andrews, Township Clerk, RMC

Published: 4/22/21
(Pr's fee \$32.69)

04/22/21



Delaware Township
P.O. Box 500
570 Rosemont Ringoes Road
Sergeantsville, NJ 08557
Tiffany Crivelli, Township Deputy Clerk

PROOF OF INSERTION

Township of Delaware, Hunterdon County, New Jersey

I, Tiffany Crivelli, being duly sworn, depose and say that an advertisement, of which the annexed is a true copy, was published in the following newspaper(s), issue(s) as follow(s) to wit:

Tiffany Crivelli

Tiffany Crivelli
Township Deputy Clerk

PROOF OF PUBLICATION

NJN – Hunterdon County Democrat

Date: 4/22/21

The Star Ledger

Date: _____

The Times

Date: _____

Other: _____

Date: _____

Delaware Township
Ordinance #2021-04
Notice of Introduction

The following is the title of an ordinance which was introduced upon first reading by the governing body of the Township of Delaware, in the County of Hunterdon, State of New Jersey, held on 4/12/21. It will considered for adoption at a public meeting on 5/10/21 via zoom:
<https://us02web.zoom.us/j/85326052042>

Meeting ID: 853 2605 2042
One tap mobile
+16465588656,,85326052042# US (New York)
+13017158592,,85326052042# US (Washington DC)

Dial by your location
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 853 2605 2042
Find your local number: <https://us02web.zoom.us/j/85326052042>

A CAPITAL ORDINANCE OF THE TOWNSHIP OF DELAWARE, COUNTY OF HUNTERDON, AND STATE OF NEW JERSEY TO AUTHORIZE AN EXPENDITURE AND APPROPRIATION FROM CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$35,000.00 FOR THE RENOVATIONS TO TOWN HALL

Maria Andrews, Township Clerk, RMC



Delaware Township
Ordinance No. 2022-06

A Capital Ordinance of the Township of Delaware, County of Hunterdon, And State of New Jersey to Authorize an Expenditure and Appropriation from Capital Fund Balance in The Amount of \$225,000.00 For The Repair to Municipal Building Steps and Ramp

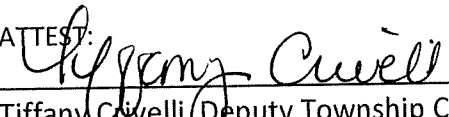
WHEREAS, Delaware Township has a need to repair the steps and ramp to the municipal building as per memorandum from Township Engineer dated June 2, 2022; and

WHEREAS, Delaware Township hereby authorizes an appropriation and expenditure for the repair of municipal building steps and ramp in an amount not to exceed \$225,000.00; and,

WHEREAS, the total amount to be expended from Capital Fund Balance to repair the steps and ramp to the Municipal Building shall not exceed \$225,000.00.

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Delaware, County of Hunterdon, and State of New Jersey that this Ordinance shall take effect immediately upon adoption in accordance with the laws of the State of New Jersey.

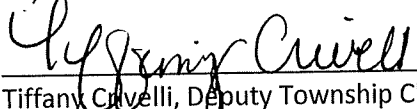
ATTEST:


Tiffany Crivelli, Deputy Township Clerk


Charles Herman, Deputy Mayor

Certification

I, Tiffany Crivelli, Deputy Clerk of the Township of Delaware, do hereby certify that the foregoing is a true copy of an ordinance duly adopted by the Township Committee of Township of Delaware on July 11, 2022.


Tiffany Crivelli, Deputy Township Clerk

PLEASE TAKE NOTICE that the above Ordinance was approved on first reading at the regular meeting of the Delaware Township Committee held June 13, 2022. It was adopted at a regular meeting held July 11, 2022 beginning 7:30 P.M. at Township Hall, Sergeantsville, New Jersey.



Delaware Township
P.O. Box 500
570 Rosemont Ringoes Road
Sergeantsville, NJ 08557
Tiffany Crivelli, Township Deputy Clerk

PROOF OF INSERTION

Township of Delaware, Hunterdon County, New Jersey

I, Tiffany Crivelli, being duly sworn, depose and say that an advertisement, of which the annexed is a true copy, was published in the following newspaper(s), issue(s) as follow(s) to wit:

Tiffany Crivelli
Tiffany Crivelli
Township Deputy Clerk

PROOF OF PUBLICATION

NJN – Hunterdon County Democrat

Date: 06/16/22

The Star Ledger

Date: _____

The Times

Date: _____

Other: _____

Date: _____

Delaware Township Ordinance #2022-06 Notice of Introduction The following is the title of an ordinance which was introduced upon first reading by the governing body of the Township of Delaware, in the County of Hunterdon, State of New Jersey, held on 6/13/2022. It will be considered for adoption at a public meeting on 7/11/2022 at 7:30 PM at the Delaware Township Municipal Building, Main Meeting Room, 570 Rosemont Ringoes Road, Sergeantville, NJ 08557. A Capital Ordinance of the Township of Delaware, County of Hunterdon, And State of New Jersey to Authorize an Expenditure and Appropriation from Capital Fund Balance in The Amount of \$225,000.00 For The Repair to Municipal Building Steps and Ramp. Tiffany Crivelli, Deputy Clerk (Pr's fee \$13.08) 06/16/2022



Delaware Township Resolution #2022-115

DELAWARE TOWNSHIP RESOLUTION #2022-115

WHEREAS, Delaware Township requested proposals for the **Municipal Ramp and Sidewalk Project**; and

WHEREAS, four (4) bids were received on October 14, 2022; and

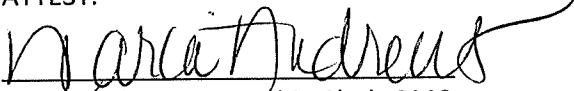
WHEREAS, the four (4) bids have been reviewed by the Township Engineer and a recommendation has been made that the contract be awarded to the lowest responsive and responsible bidder under Local Public Contracts Law, **S. Batata Construction, Inc** and:

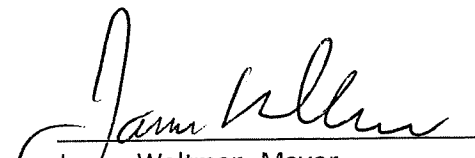
WHEREAS, The Chief Financial Officer has certified the availability of funds for this project;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Delaware, County of Hunterdon and State of New Jersey as follows:

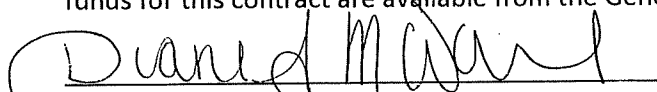
1. Authorization for construction of Municipal Ramp and Sidewalk Project is hereby awarded to **S. Batata Construction, Inc** as provided in its proposal in the amount of **\$200,092.00**.
2. S. Batata Construction, Inc shall provide satisfactory proof of insurance and such documentation as requested.
3. The Delaware Township Mayor is hereby directed to sign for and on its behalf the proposal for MC Project No. DPT-0147 submitted by S. Batata Construction, Inc.
4. The Delaware Township Clerk of this body is hereby directed to seal said proposal with the corporate seal of this body and to attest to the same.

ATTEST:


Maria Andrews, Township Clerk, RMC


James Waltman, Mayor

I, Diane Soriero McDaniel, Chief Financial Officer of the Township of Delaware, do hereby certify that funds for this contract are available from the General Capital Fund.


Diane Soriero McDaniel, CEO
Approved: 10/17/22

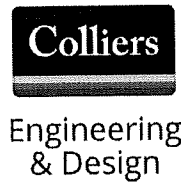
Project: Municipal Building Sidewalk and Ramp Replacement Project
Municipality: DELAWARE TOWNSHIP
County: HUNTERDON COUNTY
Bids Received: OCTOBER 14, 2022

TOTAL AMOUNT BASE BID FOR ITEMS #1 - #18

Adam Wisniewski, P.E. (Engineer)

Signature of Plaintiff's counsel for pages 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 84

Shelbourne at Hunterdon
53 Frontage Road, Suite 110
Hampton, New Jersey 08827
Main: 877 627 3772



October 17, 2022

Township of Delaware
570 Rosemont Ringoes Road
Sergeantsville, NJ 08557

Award of Contract
Municipal Building Sidewalk and Ramp Replacement Project
Township of Delaware, Hunterdon County, NJ
Colliers Engineering & Design Project No. DPT-0147

Dear Mayor and Committee:

On October 14, 2022 bids were received and opened for the Municipal Building Sidewalk and Ramp Replacement Project. Bids were received from four (4) contractors. The apparent low bidder was S. Batata Construction, Inc. ("Batata") of Parlin, NJ.

The bid received from Batata totaled \$200,092.00.

A bid summary indicating the unit prices and total prices bid by each of the four (4) contractors is attached to this letter for your information.

Following the receipt and opening of the bids, this office evaluated the bid submitted by Batata.

Our firm has worked with Batata on numerous projects in various municipalities where we serve as Municipal Engineers. They have performed well and have been responsive, on time and within budget.

In addition, we have spoken with Blake Adelino of Batata to discuss the bid and determine if Batata had a good understanding of the work required on the project. It is our opinion that Batata has a good understanding of the scope of work based upon this discussion. Mr. Adelino indicated that Batata is ready to proceed with the work once the Township awards a contract and the contractual documents are processed. Mr. Adelino indicated that he is comfortable with the overall price bid for the project.

Based upon our review of the bid provided by Batata, and discussions with Batata representative Blake Adelino, I offer the following:

1. The contractor has satisfactorily performed work of a similar nature to the Municipal Building Sidewalk and Ramp Replacement Project in Delaware Township.
2. The contractor has an understanding of the scope of work on this project and is comfortable with the prices quoted.
3. No information has been received that would be considered "prior negative experience" as defined in the Local Public Contracts Law that would warrant rejection of this bid.

Maser Consulting is now Colliers Engineering & Design

Based upon the above, I recommend that the Township Committee award a contract at their October 17, 2022 meeting to S. Batata Construction, Inc. in the amount of \$200,092.00.

The award of a contract to Batata shall be subject to the following:

1. Legal review of the bid.
2. The issuance of a certificate of availability of funds from the Township's Chief Financial Officer.

If you or any Committee member has questions, please do not hesitate to call me.

Sincerely,

Colliers Engineering & Design, Inc.



Adam T. Wisniewski, PE, CME, CFM
Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2022

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

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

PRODUCER Volk Insurance Group LLC PO Box 306 East Brunswick, NJ 08816	CONTACT NAME: PHONE (A/C, No, Ext): (732) 257-2212 FAX (A/C, No): (732) 257-2114 E-MAIL ADDRESS: info@volkinsurance.com														
INSURED S Batata Construction, Inc. 238 Ernston Road Suite 1R Parlin, NJ 08859	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Selective Way Insurance Co</td> <td>26301</td> </tr> <tr> <td>INSURER B: Selective Ins Co of America</td> <td>12572</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Selective Way Insurance Co	26301	INSURER B: Selective Ins Co of America	12572	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒	COMMERCIAL GENERAL LIABILITY			S 2250184	02/15/22	02/15/23	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE	☒	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
				MED EXP (Any one person)				\$ 15,000	
				PERSONAL & ADV INJURY				\$ 1,000,000	
				GENERAL AGGREGATE				\$ 3,000,000	
				PRODUCTS - COMP/OP AGG				\$ 3,000,000	
								\$	
A	AUTOMOBILE LIABILITY				S 2250184	02/15/22	02/15/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒	ANY AUTO						BODILY INJURY (Per person)	\$
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
	☐		☐						\$
									\$
									\$
A	☒	UMBRELLA LIAB	☒	OCCUR	S 2250184	02/15/22	02/15/23	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE	\$10,000,000
	☐	DED	☐	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC 9044450	02/15/22	02/15/23	☒ PER STATUTE	☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		☒ N					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment				S 2250184	02/15/22	02/15/23	Any One Item	\$ 300,000
A	Hired Car Physical Damage				S 2250184	02/15/22	02/15/23	Comp/Coll Limit	\$ 110,000
C	Pollution Liability				MKLV1ENV103308	02/15/22	02/15/23	Each CPL Limit	\$ 2,000,000

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

Re: Municipal Building Sidewalk and Ramp Replacement Project
Township of Delaware is additional insured with respects to general liability to the extent provided in policy form: CG 7300 (0119).

CERTIFICATE HOLDER Township of Delaware 570 Rosemont Ringoes Road P.O. Box 500 Sergeantsville, NJ 08857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicole M Fama</i>
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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

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

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V - DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

NOTICE TO PROCEED

To: S. Batata Construction Inc.
238 Ernston Road, Suite B1
Parlin, NJ 08859
Attn: Blake Adelino

November 8, 2022

Project: Municipal Building Sidewalk and Ramp Replacement Project, Delaware, NJ

You are hereby notified to commence work in accordance with the Agreement dated November 2, 2022, on or before November 14, 2022, and you are to complete the work within 120, consecutive calendar days thereafter. The date of completion of all work is therefore March 14, 2023.

Also, before you may start any work at the site, you must:

1. Provide the Utility Confirmation Number to the Municipal Engineer.
2. Provide a written schedule to the Municipal Engineer.
3. Provide and receive approvals for submittals to the Municipal Engineer.
4. Provide completed Building Permits.



Owner

By: Paul M. Sterbenz, P.E., PP

Title: Township Engineer

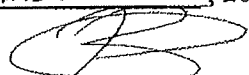
ACCEPTANCE TO NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by

S. Batata Construction, Inc.
Contractor

This the 8th day of

November, 2022.

BY: 

TITLE: Blake Adelino, Project Manager

BOND NO. 2317464
PERFORMANCE/PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, S. Batata Construction, Inc.

238 Ernston Road, Suite B1, Parlin, NJ 08859

as Principal, and Swiss Re Corporate Solutions America Insurance Corporation

as Surety, duly authorized to do business in the State of New Jersey, having an office at
1450 American Lane, Suite 1100, Schaumburg, IL 60173

are hereby held and firmly bound unto Township of Delaware

570 Rosemont-Ringoes Road, Sergeantsville, NJ 08557

in the penal sum of Two Hundred Thousand Ninety Two and 00/100

Dollars (\$200,092.00)

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.

Signed this 19th day of October, 2022.

The condition of the above obligation is such that whereas, the above named principal did on the 17th day of October, 2022, enter into a contract with Township of Delaware

for Municipal Building Sidewalk & Ramp Replacement Project, Township of Delaware, Hunterdon County, NJ

which said contract is a part of this the bond the same as though set forth herein;

Now if the said S. Batata Construction, Inc.

shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penalty of this obligation as herein stated.

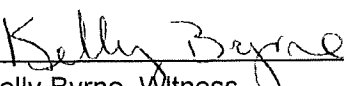
The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Attest:

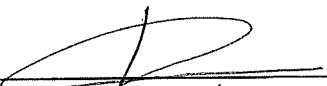

Blake Adelino

Witness:


Kelly Byrne, Witness

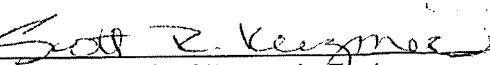
S. Batata Construction, Inc.

By:


Joseph Lugo, Vice President

Swiss Re Corporate Solutions America Insurance Corporation

By:


Scott R. Kuzmic, Attorney-in-Fact

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

Swiss Re Corporate Solutions America Insurance Corporation, (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 Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,017,549,716 as of the calendar year ended December 31, 2021, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on November 26, 2021 in the amount of \$96,954,751.
- 4) The amount of the bond to which this statement and certification is attached is \$ 200,092.00 .
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

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

CERTIFICATE

I, Erik Janssens, Senior Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Dated: October 19, 2022

By: 
Erik Janssens, Senior Vice President

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIC J. FOLLMAN, SR., LYNN M. WHEELOCK, FERNANDA L. DePAOLANTONIO, CAITLIN CHRISTINE BAKER AND SCOTT R. KUZMIC

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15th day of AUGUST, 2022

State of Illinois
County of Cook

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Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15th day of AUGUST, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of October, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

Bid Proposal

BY:

S. Batata Construction, Inc.

(Bidder's Name)

238 Emston Road, Suite B1, Padin, NJ 08859

(Bidder's Address)

To The:

MAYOR AND COMMITTEE

(Owner's Name)

Township of Delaware, Hunterdon County, New Jersey

For:

Municipal Building Sidewalk and Ramp Replacement Project

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects complete, truthful, fair, and without collusion or fraud; that no officer or employee of the OWNER is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he has carefully examined the annexed proposed Form(s) of Contract(s) and Instructions to Bidders, the Notice to Bidders, the Special Provisions, and the General Conditions; and that he proposes and agrees that if this proposal is accepted, he will contract with the OWNER, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction and to furnish all the materials, equipment, and labor as specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices to wit:

NOTE: Complete and submit the loose, unbound copy of this Bid Proposal only.

**PROPOSAL FOR
MUNICIPAL BUILDING SIDEWALK AND RAMP REPLACEMENT PROJECT
TOWNSHIP OF DELAWARE
HUNTERDON COUNTY, NEW JERSEY**

THE UNDERSIGNED DECLARES THAT THEY HAVE READ AND UNDERSTAND THE PLANS AND SPECIFICATIONS AND PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE IN EVERY DETAIL THE WORK INDICATED ON THE PLANS AND/OR OUTLINED IN THE SPECIFICATIONS, AT THE PRICE QUOTED HEREIN.

SUMMARY OF QUANTITIES - MUNICIPAL BUILDING SIDEWALK AND RAMP REPLACEMENT PROJECT - BASE BID					
PAY ITEM	ITEM DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	EXTENDED PRICE
1	DRUMS	UNIT	20	1. ⁰⁰	20. ⁰⁰
2	TRAFFIC CONES	UNIT	22	1. ⁰⁰	22. ⁰⁰
3	CONSTRUCTION SIGNS	SF	50	1. ⁰⁰	50. ⁰⁰
4	FINAL CLEANUP	LS	1	25,000. ⁰⁰	25,000. ⁰⁰
5	CLEARING SITE	LS	1	25,000. ⁰⁰	25,000. ⁰⁰
6	ROCK EXCAVATION	CY	5	500. ⁰⁰	2,500. ⁰⁰
7	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	TONS	26	100. ⁰⁰	2,600. ⁰⁰
8	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	TONS	13	250. ⁰⁰	3,250. ⁰⁰
9	HOT MIX ASPHALT 19 M 64 BASE COURSE	TONS	26	250. ⁰⁰	6,500. ⁰⁰
10	BUILDING RAMPING AND STAIR SYSTEM	LS	1	125,000. ⁰⁰	125,000. ⁰⁰
11	CONCRETE SIDEWALK, 4" THICK	SY	18	100. ⁰⁰	1,800. ⁰⁰
12	6" PVC PIPE	LF	41	100. ⁰⁰	4,100. ⁰⁰
13	TRAFFIC MARKING LINES, 4"	LF	245	10. ⁰⁰	2,450. ⁰⁰
14	TRAFFIC MARKINGS SYMBOLS	SF	5	100. ⁰⁰	500. ⁰⁰
15	REGULATORY AND WARNING SIGN	SF	4	100. ⁰⁰	400. ⁰⁰
16	TOPSOILING, 6" THICK	SY	30	10. ⁰⁰	300. ⁰⁰
17	FERTILIZING AND SEEDING, TYPE A-3	SY	30	10. ⁰⁰	300. ⁰⁰
18	STRAW MULCHING	SY	30	10. ⁰⁰	300. ⁰⁰
	TOTAL BASE BID ITEMS 1 - 18:			\$200,092. ⁰⁰	
	WRITE TOTAL BASE BID ITEMS 1 - 18:			Two Hundred Thousand Ninety Two and 00/100	

Basis of Award

Township of Delaware, Hunterdon County, New Jersey
(Name of Local Contracting Unit)

Municipal Building Sidewalk and Ramp Replacement Project
(Name of Construction/Public Works Project)

DPT0147
(Project or Bid Number)

Refer to "Instructions to Bidders – Section VIII. Method of Contract Award" for further information.

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond
(☒) a Certified or Cashier's Check (), payable to the order of the

Township of Delaware

in the sum of 10 to. n.t.e.

Dollars (\$ 20,000.00),

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The undersigned is an individual (), a corporation (☒) a partnership (), a limited liability company (),
under the laws of the State of

New Jersey

having principal offices at 238 Emston Road, Suite B1, Parsippany, NJ 08859

Telephone Number: (732) 238-8884

Trade Name of Bidder: S. Batata Construction, Inc.

1. Signed By: Joseph Zargo

Signature

Title: Vice President

2. Signed By: Blake Adelino

Signature

Title: Acting President

Signed this 12th day of October, 2022.

NOTE: Bids by partnerships and limited liability companies must furnish the full name of all partners or members and must be signed in the partnership or limited liability company name by one of the members of the partnership or limited liability company or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter. Bids by sole proprietorships must be signed by the proprietor. When requested, satisfactory evidence of the authority of the officer signing must be furnished. Proposals signed by an agent must be accompanied by a power-of-attorney for the principal or principals involved. Attach additional signature sheets in the above form, if necessary.

Acknowledgement of Receipt of Changes to Bid Documents Form

Township of Delaware, Hunterdon County, New Jersey
(Name of Local Contracting Unit)

Municipal Building Sidewalk and Ramp Replacement Project
(Name of Construction/Public Works Project)

DPT0147
(Project or Bid Number)

This form must be submitted whether or not addenda were issued.

Pursuant to N.J.S.A. 40A:11-23.1(a), 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, the 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
N/A		

Acknowledgement by bidder:

Name of Bidder: S. Borata Construction, Inc.

By Authorized Representative: Joseph Zargo

Signature: [Signature]

Printed Name and Title: Vice President

Date: 10/14/22

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____,
as Principal, and _____, as Surety, is hereby held and firmly bound unto
Township of Delaware, Hunterdon County, New Jersey, as Owner, in the Penal Sum of
_____ (\$ _____) for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to Township
of Delaware, Hunterdon County, New Jersey a certain bid, attached hereto and hereby made a part
of hereof, to enter into a contract in writing for Municipal Building Sidewalk and Ramp Replacement
Project.

NOW, THEREFORE,

- A. If said bid shall be rejected or in the alternative,
- B. If said bid shall be accepted and the Principal shall execute and deliver a contract 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 the
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 full force and effect; it being
expressly understood and agreed that the liability of the surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Principal

By: _____
Witness

Surety
Attorney-in-fact

By: _____
Witness

Consent of Surety

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this

_____ day of _____, 20____.

(A corporate acknowledgement and statement of authority is hereby attached by the surety company.)

Surety Company

By: _____
Surety Company
Attorney-in-Fact

Attest: _____

(Surety may substitute a similar statement subject to the OWNER'S approval.)

Statement of Ownership Disclosure

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

This statement shall be included with all bid and proposal submissions.

Name of Business: S. Batata Construction, Inc.

Address of Business: 238 Erston Road, Suite B2, Paterson, NJ 06551.

Name of Person Completing This Form: Joseph Zargo

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed, and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own ten (10) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein, or of all members in the limited liability company who own a ten (10) percent or greater interest therein, as the case may be.

Or

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

Sign and notarize the form below and, if necessary, complete the list below.

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

Name: Sergio Marques, 50%
Address: 81 Rubin Street
South River, NJ 08882

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: Joseph Lingo, 50%
Address: 70 New Street
South River, NJ 08882

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III – Any Direct or Indirect Parent Entity which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a ten (10) percent or greater beneficial interest.

Or

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

And

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a ten (10) percent or greater beneficial interest.

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 OWNER is relying on the information contained herein; and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the OWNER to notify the OWNER in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the OWNER, permitting the OWNER to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joseph Zargo

Title: Vice President

Signature: [Signature]

Date: 10/14/22

Subscribed and sworn to
before me this 14 day of

October, 2022.

[Signature]

Notary Public of New Jersey

My Commission Expires

8/21 2024

SANDRA A. UNKEL
Commission # 50002170
Notary Public, State of New Jersey
My Commission Expires
August 21, 2024

Non-Collusion Affidavit

STATE OF NEW JERSEY)

) ss:

COUNTY OF Middlesex

I, Joseph Zargo, residing in South River in the County of Middlesex and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm of S. Botata Construction, Inc. the bidder making the proposal for the bid entitled Municipal Building Sidewalk and Ramp Replacement Project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Delaware, Hunterdon County, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Full Name (Print): Joseph Zargo

Title: Vice President

Signature: [Signature]

Date: 10/14/22

Subscribed and sworn to before me this 14 day of

October, 2022

[Signature]

Notary Public of New Jersey

My Commission Expires

8/21 2024

SANDRA A. UNKEL
Commission # 50002170
Notary Public, State of New Jersey
My Commission Expires
August 21, 2024

Experience Statement

The Bidder shall furnish with the proposal a recent listing of similar type projects on which he has performed work (5 minimum).

Approximate
Value

attached.

1. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

2. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

3. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

4. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

Experience Statement

5. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

6. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

7. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

8. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

Attach additional sheets in this format if necessary or contractor supplied forms containing substantially similar information.

Bidders to Visit Site

All bidders or their representative(s) are strongly encouraged to visit the site of the work of this contract and examine the means of access to the site. Bidders are strongly encouraged to thoroughly investigate the site of the proposed work in order to become informed as to the magnitude and character of all work necessary for the complete execution of the contract, including facilities for delivery and handling of materials, plant(s), if any at the site, and conditions and difficulties that may be encountered in the performance of the work specified herein.

The Bidder shall attest by signing below that he has read and understands the above prior to the submission of this proposal.

Date

10/14/22

Signature of Representative

Title

Joseph Zargo, Vice President

Bidder's Name

S. Batata Construction, Inc.

Proposed Subcontractors

Bidders must set forth the names of all proposed subcontractors to whom Bidder will subcontract work.

Proposed Subcontractors	Address
1. <u>Straight Edge</u>	<u>201 Wilton Ave</u> <u>Middlesex, NJ</u>
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____
5. _____	_____ _____
6. _____	_____ _____
7. _____	_____ _____
8. _____	_____ _____

Subcontractor Experience Statement

The Bidder shall furnish with the proposal a recent listing of similar type projects on which his proposed subcontractors have performed work (4 minimum).

Name of Subcontractor:

attached.

Approximate
Value

1. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

2. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

3. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

4. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

Subcontractor Experience Statement

Name of Subcontractor:

Approximate
Value

5. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

6. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

7. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

8. Project Name/Owner: _____ \$ _____
Address: _____

Contact Person: _____
Phone Number: _____
Scope: _____

Attach additional sheets in this format if necessary or contractor supplied forms containing substantially similar information.

Equipment Certification

Instructions For Completing The Equipment Certification

If the Bidder owns, leases, or controls all the necessary equipment required, he shall complete Parts 1 and 3. Should the Bidder not own, lease, or control all the necessary equipment required, he shall complete Parts 2 and 3. This certification must be attached to and submitted with the proposal.

Part 1

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

10/14/22
Date

Signature of Bidder *Joseph Zargo, Vice President*

Part 2

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

Date

Signature of Bidder
Controller of Equipment

Date

Business address of Above

Part 3

LIST OF EQUIPMENT

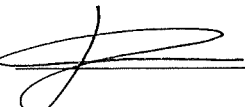
attached.

Notice of Federally Mandated Anti-Drug/Alcohol Plan

The Contractor is advised that a Federal Mandate, effective January 1, 1996, requires all businesses having employees with a commercial driver's license to have a program of random drug and alcohol testing in accordance with 49 CFR Parts 40, 199 and 391.

The successful bidder shall submit evidence that it is participating in a random drug and alcohol testing program. Failure to show evidence of meeting these requirements shall be grounds to render said bid as informal and cause its rejection.

Bidder's Name: S. Batata Construction, Inc.

Bidder's Signature:  Joseph Zargo, Vice President

Date: 10/14/22

Disclosure of Investment Activities in Iran

PART 1 – Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to N.J.S.A. 52:32-55 et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must, prior to the time a contract is awarded and at the time the contract is renewed, 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 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 may render a bidder's proposal nonresponsive. 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.

CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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 above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- ☐ I am unable to certify as above because the bidder and/or one 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

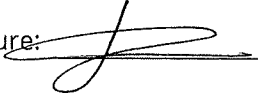
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3 – Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I

acknowledge that the OWNER is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the OWNER to notify the OWNER 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 agreement(s) with the OWNER and that the OWNER at its option may declare any contract(s) resulting from this certification void and unenforceable.

Bidder's Name: S. Batata Construction, Inc.

Bidder's Signature:  Joseph Zargo, Vice President

Date: 10/14/22

Notice of Award

Description of Work _____

To: _____

The Owner, represented by the undersigned, has considered the Proposal submitted by you for the above described work in response to its Notice and Instructions to Bidders dated _____.

Since you are the apparent successful bidder, said Owner agrees to accept your Proposal in the amount of _____.

You are hereby notified that your Proposal has been accepted for items:

As specified in the Contract Documents, _____.

You are required by the Notice and Instruction to Bidders to execute the formal contract with the undersigned Owner and to furnish the required Contractor's Performance and Payment Bond within twenty-one (21) calendar days from the date of this Notice to Award.

If you fail to execute said Contract and to furnish said bond in writing twenty-one (21) calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work, or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Owner

By _____
Title: Mayor

Notice to Proceed

To: _____ Date: _____

_____ Project _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within one-hundred-twenty (120) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20____.

Also, before you may start any work at the site, you must:

Owner

By _____
Title: Mayor

ACCEPTANCE TO NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by

Contractor

This the ____ day of
_____, 20____.

BY: _____

TITLE: _____



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: S. BATATA CONSTRUCTION, INC.

Trade Name:

Address: 238 ERNSTON ROAD, SUITE 1R
PARLIN, NJ 08859

Certificate Number: 0922933

Effective Date: February 06, 1997

Date of Issuance: January 18, 2022

For Office Use Only:

20220118092347461

Certificate Number
632172

Registration Date: 08/23/2021
Expiration Date: 08/22/2023



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Sergio Marques, President

Responsible Representative(s):
Joseph Zargo, Vice-President

S. Batata Construction, Inc.
2021

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.

NJ Department of Transportation

Contractor's classification and rating recommendation in
accordance with classification regulations and procedures

Page2

ID#: 22-3483170 Applicant: S. BATATA CONSTRUCTION, INC.

F/S Type: Review

EFFECTIVE DATE: 6/3/2022 EXPIRATION DATE: 6/30/2023

1. Total Net Working Capital Allowed (or Stockholders Equity if less than Net Working Capital after analysis, if applicable).	\$44,165,265
2. Total Net Book Value of Equipment Allowed	\$0
3. Total Lines of Credit Allowed	\$0
4. Financial Capability	\$44,165,265
5. Financial Capability Range from Line 4. If firm supplied a Review Statement, The Maximum Financial Capability and Project Rating is \$5,000,000 to \$10,000,000	From: \$5,000,001 To: \$10,000,000

WORK TYPES REQUESTED: 1,13,2,25,3,6,8

PROJECT RATING AMOUNT 1: \$10,000,000

WORK TYPES 1: 13,25,3,8

PROJECT RATING AMOUNT 2: \$0

WORK TYPES 2:

PROJECT RATING AMOUNT 3:

WORK TYPES 3:

AUDITOR: BW DC74A COMPLETION DATE: 5/20/2022

ENGINEER: GV ENGINEER EVALUATION DATE: 5/20/2022

MANAGER: Keith Daniels MANAGER APPROVAL: 5/23/2022



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

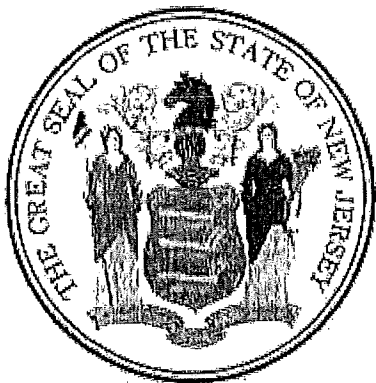
APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges S. BATATA 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.

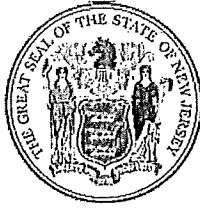


Peter Lowicki
Deputy Director

Issued: 11/8/2021
Certification Number: A0185-65

Expiration: 11/8/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

December 17, 2021

Mr. Joseph Zargo
DBE Liaison Officer
S. Batata Construction
238 Ernston Road
Suite 1R
Parlin, NJ 08859

Dear Mr. Zargo:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning January 22, 2022 and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Acting Director
Division of Civil Rights and Affirmative Action

VT-A/smm
c: file

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

S. BATATA CONSTRUCTION, INC.
Sergio Marques
238 Ernston Road
Suite B1
Parlin NJ 08859

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

02/09/2022 TO 03/31/2023

VALID

Signature of Licensee/Registrant/Certificate Holder

13VH00905300

LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
S. BATATA CONSTRUCTION, INC.
Home Improvement Contractor

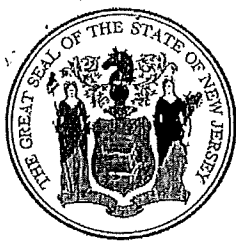
NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE
02/09/2022 TO 03/31/2023
VALID

13VH00905300

License/Registration/Certificate #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Home Improvement Contractors.
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

**TOTAL AMOUNT OF
UNCOMPLETED CONTRACTS**

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ _____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix
corporate
seal
here

Respectfully submitted,

By S. Batata Construction, Inc.
Name of Firm

Signature

Joseph Zargo, Vice President
Title

238 Erinston Road, Suite 1R
Business Address

Parlin, NJ 08859

Sworn to and
subscribed before me
This day of
20

Notary Public

(732) 238-8884
Phone

[Print](#) | [Close Window](#)

Subject: Notice of Classification
From: CClass@treas.state.nj.us
Date: Thu, Apr 08, 2021 8:16 am
To: info@sbatataconstruction.com
Attach: statelogo
dpmclogo

S. BATATA CONSTRUCTION, INC.
238 ERNSTON RD - SUITE 1R
PARLIN, NJ 08859

State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK C057 -LANDSCAPE CONSTRUCTION C025 -PRE-CAST CONCRETE C059 -ROAD CONSTRUCTION & PAVING C056 -SEWER PIPING & STORM DRAINS	05/03/2021 05/03/2021 05/03/2021 05/03/2021 05/03/2021	05/02/2023

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991

CONTRACTOR NOTICE OF PREQUALIFICATION

for

S. Batata Construction, Inc.
238 Ernston Road, Suite 1R
Parlin, NJ 08859

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: April 8, 2021

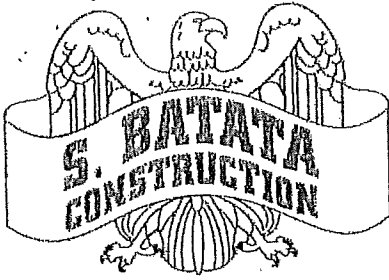
Expiration Date: May 2, 2023

Aggregate Limit: \$15 Million

☐ Construction Manager as Constructor	☐ Sprinkler Systems	☐ Pile Driving
☐ Design Build	☐ Sheet Metal (Mechanical)	☐ Prefabrication Buildings
☐ General Construction	☐ Electrical	☐ Prefabrication Music/Sound Clean Rooms
☐ General Construction/Alterations & Additions	☐ Communications Systems	☐ Relocatable Buildings
☐ Partitions/Ceilings	☐ Fire Alarm/Signal Systems	☐ Asbestos Removal/Treatment
☐ Doors & Hardware	☐ Security/Intrusion Alarms	☐ Asbestos Removal/Mechanical
☐ Windows	☐ Audio Visual Systems	☐ Waste Removal Toxic/Hazardous
☐ Siding & Gutters	☐ Site Work	☐ Radon Mitigation
☐ Carpeting	☐ Sewage & Water Treatment Plants	☐ Lead Paint Abatement
☐ Flooring/Tile	☒ Sewer Piping & Storm Drains	☐ Detention Equipment Systems
☐ Millwork	☒ Landscape Construction	☐ Energy Management Systems
☐ Insulation	☐ Underground Water & Utilities	☐ Elevators
☐ Acoustical	☒ Road Construction & Paving	☐ Museum Exhibits
☒ Concrete/Foundation Footings/ Masonry Work	☐ Athletic Fields/Tracks/Courts	☐ Test Boring
☐ Guniting	☐ Athletic Fields/Synthetic Turf	☐ Well Drilling
☐ Demolition	☐ Pumping Stations	☐ Microbial Remediation
☐ Fencing	☐ Landscape Irrigation	☐ Food Service Equipment
☐ Historical Light Fixture Restoration	☐ Roofing-Membrane EPDM	☐ School Furnishings
☐ Historical Restoration	☐ Roofing-Membrane PVC/CPE/CSPE	☐ Lab Furniture/Equipment
☒ Pre-Cast Concrete	☐ Roofing-Membrane Modified Bitumen	☐ Seating/Bleachers
☐ Curtain Walls	☐ Roofing-Urethane	☐ Swimming Pools
☐ Architectural Cast Iron	☐ Roofing-Built Up	☐ Dust Collectors
☐ Welding	☐ Roofing-Metal	☐ Signage & Graphics
☐ Structural Steel & Ornamental Iron	☐ Roofing-Tile/Slate/Shingles	☐ Septic Systems
☐ Plumbing	☐ Caulking & Waterproofing	☐ Stage Equipment
☐ Oil & Gas Burners	☐ Scaffolding	☐ Underground Storage Tanks/Closure & Installation
☐ HVACR	☐ Roofing-Historical Sites	☐ Underground Storage Tanks/Installation
☐ Boilers (New Repair)	☐ Roofing-TPO	☐ Underground Storage Tanks/Closure
☐ Service Station	☐ Painting-General	☐ UST/Tank Testing
☐ Solar Energy Systems	☐ Painting-Tanks/Steel Structures/Elevated Structures	☐ Underground Storage Tanks/Corrosion Protection Systems Analysis
☐ Energy Services (ESCO)	☐ Painting-Historical Sites	☐ Above Ground Storage Tanks
☐ Geothermal Loop Systems	☐ Sandblasting	☐ Site Remediation
☐ Fireproof Applications	☐ Divers	☐ Inside Plant Cable
☐ Insulation (Mechanical)	☐ Barges	☐ Outside Plant Cable
☐ Fire Suppression Systems	☐ Bulkhead & Docks	☐ Fiber Installation & Splicing
☐ Control Systems	☐ Jetty & Breakwater	
☐ Parking & Control Systems	☐ Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>



RESOLUTION

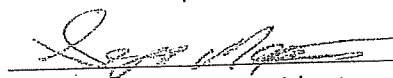
At a special meeting of the Board of Directors of S. Batata Construction, Inc., held on January 3, 2022 at 10:00 a.m. at 238 Ernston Road, Suite B1, Parlin, New Jersey it was resolved that:

Sergio Marques, President of S. Batata Construction, Inc, and Joseph Zargo, Vice President and Secretary/Treasurer of S. Batata Construction, Inc., are hereby authorized to sign any and all documents, contracts, bids, bonds, loan documents, and any and all other documents that may become necessary in the day to day business of the corporation.

If either Sergio Marques or Joseph Zargo are absent for any reason, then Blake Adelino is hereby authorized to sign as either Acting President or Acting Vice President of S. Batata Construction, Inc., any and all documents, contracts, bids, bonds, loan documents, and any and all other documents that may become necessary in the day to day business of the corporation.

No further business coming before the Board, the meeting was adjourned at 10:30 a.m.


Joseph Zargo, Secretary


Sergio Marques, President

Dated: January 3, 2022

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. S. Batata Construction, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 238 Ernston Road, Suite 1R	Requester's name and address (optional)	
6 City, state, and ZIP code Parlin, NJ 08859		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
2	2	-	3	4	8	3	1	7	0	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

Date ▶ 01/03/2022

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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:

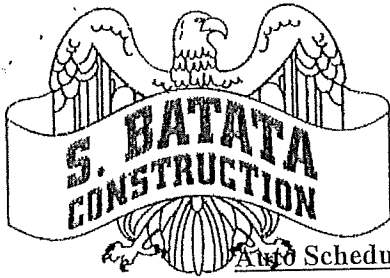
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds 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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

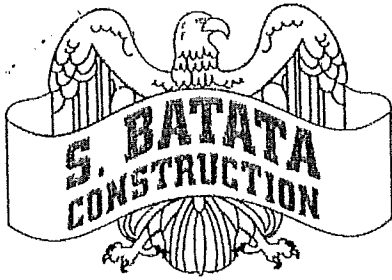


Auto Schedule

Year	Make	Model	VIN #
1992	FORD	F700 F	A24154
1998	MACK	600 RD600	042344
1999	MACK	600 RD600	046108
1996	INTERSTATE	TRAILER	200260
2003	LOAD RITE	TRAILER	165180
2010	CAM UTILITY	TRAILER	026489
2006	HMD	TRAILER	006030
1988	SCANIA	CONVENTIONAL T1	127881
2001	MACK	600 RD600	061118
2003	EAGER BEAVER	TRAILER	062214
1997	MACK	600 RD600	029919
2014	HMD	TRAILER	B14121
2014	RAM	4500	297358
2014	RAM	4500	297359
1999	MACK	600 RD600	043901
2015	TOYOTA	TACOMA	035504
2015	BIG	TRAILER	097928
2015	RAM	4500	549243
2015	RAM	4500	559341
2015	BIG	TRAILER	009530
2007	CENTERVILLE	TRAILER	001667
2007	CENTERVILLE	TRAILER	001754
2001	MACK	600 RD600	056022
2004	MACK	700 CV700	015238
2016	RAM	RAM	213280
2004	GMC	SAVANA CUTAWAY G351	912568
2016	HAULMARK	TRAILER	323379
2008	FORD	F350	D30469
1999	MACK	RD600	041070
2000	MACK	RD600	049502
2017	BTX	TRAILER	039162
2017	HEF	TRAILER	009698
2017	HEF	TRAILER	009697
2018	TOYOTA	TUNDRA	753836
2014	TOYOTA	TUNDRA	408399
1988	SCANIA	CONVENTIONAL T1	133118
2019	TOYOTA	TACOMA	067264
2019	KENWORTH	T880	238468
2016	WESTERN STAR	4700	HN6538
2018	KENWORTH	T800 SERIES	188582
2017	KENWORTH	T800 SERIES	156956
2017	WESTERN STAR	4700	HV6623
2020	RAM	4500	127511
2012	DODGE	PICK UP	216646
2012	KENWORTH	DUMP	319267
2011	EAGER BEAVER	TRAILER	074639

Equipment Schedule

Year	Make	Model	VIN #
2007	JOHN DEERE	410JXT WHEEL LOADER W/ JAW BUCKET	146254
2010	KAESSER	M50 AIR COMPRESSOR 185CFM	0755A3
2010	BOMAG	COMPACTION ROLLER 900	21521
2003	JOHN DEERE	BACKHOE	916385
2013	JOHN DEERE	401K LOADER BACKHOE	229528
2015	JOHN DEERE	EXCAVATOR 35G	272992
2015	KUBOTA	KX057-4R3A	26282
2015	JOHN DEERE	410L LOADER BACKHOE	288119
2015	JOHN DEERE	410L LOADER BACKHOE	287982
2016	DOOSAN	P185WDO-T4F	CAAF63
2016	DOOSAN	P185WDO-T4F	CAAF63
2013	JOHN DEERE	710K BACKHOE	249694
2017	JOHN DEERE	410L BACKHOE	304364
2018	JOHN DEERE	410L BACKHOE	327109
2018	JOHN DEERE	410L BACKHOE	327097
2018	KUBOTA	SSV75PHFRC SKID STEER	23110
N/A	SWEEPSTER	BROOM MODEL	849045
2019	JOHN DEERE	60GX COMPACT EXCAVATOR	290845
2019	JOHN DEERE	60G COMPACT EXCAVATOR	292543



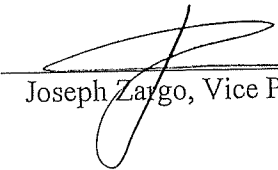
Certification

Project: Municipal Building Sidewalk

S. Batata Construction, Inc. certifies that it owns all of the auto/equipment listed on the above schedules and that these are sufficient to successfully complete the above referenced project.

Should for any reason any additional equipment become necessary to successfully complete this project, S. Batata Construction, Inc. will borrow, rent, lease or purchase any such equipment so as to not in any way jeopardize the progression of this work.

Dated: 10/14/22



Joseph Zargo, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
2/22/2022

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

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

PRODUCER Volk Insurance Group LLC PO Box 306 East Brunswick, NJ 08816		CONTACT NAME: PHONE (A/C, No, Ext): (732) 257-2212 FAX (A/C, No): (732) 257-2114 E-MAIL ADDRESS: info@volkinsurance.com		
INSURED S Batata Construction, Inc. 238 Ernston Road Suite 1R Parlin, NJ 08859		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Selective Way Insurance Co		26301
		INSURER B: Selective Ins Co of America		12572
		INSURER C: Evanston Insurance Company		35378
		INSURER D:		
INSURER E:				
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			S 2250184	02/15/22	02/15/23	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			S 2250184	02/15/22	02/15/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			S 2250184	02/15/22	02/15/23	EACH OCCURRENCE \$10,000,000
	☐ DED ☐ RETENTION \$		AGGREGATE \$10,000,000				
			\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9044450	02/15/22	02/15/23	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Leased/Rented Equipment			S 2250184	02/15/22	02/15/23	Any One Item \$ 300,000
A	Hired Car Physical Damage			S 2250184	02/15/22	02/15/23	Comp/Coll Limit \$ 110,000
C	Pollution Liability			MKLVIENV103308	02/15/22	02/15/23	Each CPL Limit \$ 2,000,000

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

PROOF OF INSURANCE

CERTIFICATE HOLDER

S. Batata Construction, Inc.
238 Ernston Road
Suite 1R
Parlin, NJ 08859

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James A. McHose

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PROJECT REFERENCE SHEET

Owner: Township of Union
Project: Stuyvesant Avenue Streetscape Improvements Phase II
Work Performed: Curbs, Sidewalks, Paving, Striping
Contact: William Hoover (732) 947-9065
Comp Date: 03/2019 Final Contract: \$1,678,812

Owner: Township of Manalapan
Project: Monmouth Heights Phase VII Roadway Improvements
Work Performed: Curbs & Sidewalks, Catch Basins, Underdrain
Contact: Doug Rohmeyer (732) 462-7400
Comp Date: 12/2019 Final Contract: \$460,368

Owner: City of Union City
Project: 2018 CDA Road Improvements 34th & 39th Street
Work Performed: Curbs, Sidewalks, Paving, Striping
Contact: Ralph Tango (973) 398-3110
Comp Date: 07/2019 Final Contract: \$794,664

Owner: City of Union City
Project: 2018 Capital Road Paving
Work Performed: Curbs, Sidewalks, Paving, Striping
Contact: Ralph Tango (973) 398-3110
Comp Date: 07/2019 Final Contract: \$755,784

Owner: Township of Piscataway Board of Education
Project: Pavement & Sidewalk Replacement for Piscataway High School
Work Performed: Curbs, Sidewalks, Paving, Striping
Contact: Richard Scheik (973) 434-2621
Comp Date: 11/2019 Final Contract: \$964,084



SCHOOL PROJECT REFERENCE SHEET

Owner:	Dover B.o.E.		
Project:	Dover H.S. and North Dover E.S. Site Improvements		
Work Performed:	Curbs, Sidewalks, Paving, Striping		
Contact:	Erin Abline (973) 398-1776		
Comp Date:	10/2017	Final Contract:	\$709,925
Owner:	Piscataway B.o.E.		
Project:	Pavement & Sidewalk Replacement for Piscataway High School		
Work Performed:	Curbs, Sidewalks, Paving, Striping		
Contact:	Richard Scheik (973) 434-2621		
Comp Date:	11/2019	Final Contract:	\$964,084
Owner:	Montgomery B.o.E.		
Project:	Sidewalk Improvements at Montgomery High School		
Work Performed:	Curbs, Sidewalks		
Contact:	Ray Mulvey (609) 466-7601		
Comp Date:	04/2020	Final Contract:	\$663,175



REFERENCES

Business Reference:

Mr. Richard Higgins
Mazur, Krieghbaum, Higgins, CPAs, LLC
475 Atlantic City Boulevard
Beachwood, New Jersey 08722
(732) 341-3893

Banking Reference:

Mr. Frank Sutton
Bank of America
395 Route 70 West
Lakewood, NJ 08701
(732) 942-3523

Trade References:

Ralph Clayton & Sons
P.O. Box 1995
Lakewood, New Jersey 08701
(732) 363-1995
Concrete Supplier

Action Supply, Inc.
1413 Stagecoach Road
Seaville, New Jersey 08230
(609) 390-0663
Concrete Supplier

Elph Stone
126 W. Main Street
High Bridge, New Jersey 08829
(908) 638-5514
Material Supplier

SERGIO MARQUES
81 RUBIN STREET
SOUTH RIVER, NEW JERSEY 08882

RESUME

Education: Primary School
Gafanha da Boa Hora, Portugal

Work Experience: S. Batata Construction, Inc.
South River, New Jersey 08882
Owner—All aspects of Concrete
& Road Construction
1996 – Present

Gold Key, Inc.
South River, New Jersey 08882
Machine Operator & Supervisor
1995 - 1996

Jads Construction
South River, New Jersey 08882
Concrete Laborer & Machine Operator
1992 - 1994

J & C Construction
Wayside, New Jersey
Concrete Laborer
1985 - 1991

Blake Adelino
38 Claremont Avenue
South River, NJ 08882
badelino3@gmail.com
(908) 812-3359

EDUCATION

University of Massachusetts at Amherst
Isenberg School Of Management
Bachelor of Science in Sport Management

- GPA: 3.284
- Cum Laude

May 2012

WORK EXPERIENCE

S. Batata Construction Inc
Assistant Project Manager

2014- Present

- Site visitations
- Estimating
- Billing/ Collections

East Brunswick Mayoral Race/David Stahl
Campaign Manager

Fall 2012

- Worked with other campaign managers to pool resources
- Helped create and run literature blitzes
- Organized various documents

Portuguese Fisherman
Server at parties/events

Fall 2011

- Ensure complete client satisfaction with service
- Remain professional and courteous in fast-paced environment
- Prepare the hall for special events

South River Board of Education
Assistant Summer Custodian

Summers 2008-2011

- Interior and exterior manual grounds keeping
- Trained new employees on various tasks
- Entrusted with keys to the various school buildings

S. Batata Construction, Inc.

Work on Hand

Bid Date: October 14, 2022

1. City of Jersey City
"Road Reconstruction"
Westside Avenue Streetscape
Contract Amount: \$2,700,000
Time for Completion: 120 days
Percentage Complete: 85%
Engineer: In House
Phone: (201) 432-1150
2. City of Union City
"Road Reconstruction"
2022 CDA Roads Improvement
Contract Amount: \$950,000
Time for Completion: 120 days
Percentage Complete: 5%
Engineer: Colliers Engineering
Phone: (973) 398-3110
3. City of Ventnor City
"Road Reconstruction"
Ventnor Gardens Plaza Concrete Improvements
Contract Amount: \$550,000
Time for Completion: 60 days
Percentage Complete: 95%
Engineer: Polistina Associates
Phone: (609) 646-2950

STRAIGHT EDGE STRIPING, LLC.

201 WILTON AVE

MIDDLESEX, NEW JERSEY 08846

P (732) 302-3001

F (732) 469-4812

FACSIMILE TRANSMITTAL SHEET

TO:

Joe Zargo

FROM:

Cheryl Maxfield

COMPANY:

S. Batata Construction, Inc.

DATE:

10/14/22

FAX NUMBER:

(732)238-9022

TOTAL NO. OF PAGES INCLUDING COVER:

9

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

☐ URGENT

☒ FOR REVIEW

☐ PLEASE COMMENT

☐ PLEASE REPLY

☐ PLEASE RECYCLE

NOTES/COMMENTS:

List of Trucks & Equipment that will be presented at the following job:

Municipal Building Ramp

Any questions please call our office.

■ Thermo Truck

■ Pick Up Truck

■ Hand Machine (paint)

■ Epoxy Truck

Thank you,

Straight Edge Striping, LLC.

Cheryl Maxfield



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY
Trade Name:	
Address:	201 WILTON AVE MIDDLESEX, NJ 08846
Certificate Number:	1241139
Effective Date:	June 05, 2006
Date of Issuance:	January 18, 2022

For Office Use Only:

20220118091853532

Certificate Number
653443

Registration Date: 09/28/2022
Expiration Date: 09/27/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Andrew Altobelli, President

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

Strong Edge
2022
Strong LLC

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 600
TRENTON, NJ 08646-0000

TAXPAYER NAME:

STRAIGHT EDGE TRAINING LIMITED LIABILITY

ADDRESS:

10 RUE ORZANNE
FRANKLIN SQUARE
RESPECTIVE DRIVE

10/21/05

TRADE NAME:

SEQUENCE NUMBER:

0000199

ISSUANCE DATE:

08/08/06

[Signature]
New Jersey Division of Revenue



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

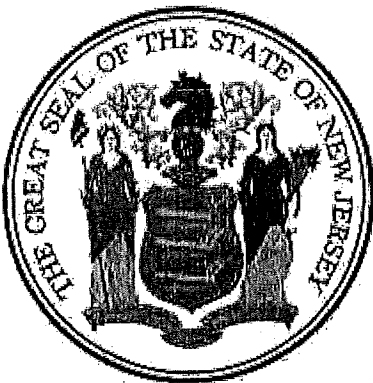
APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY as a Category Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.



Peter Lowicki
Deputy Director

Issued: 5/20/2022
Certification Number: A0248-26

Expiration: 5/20/2025

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

A FAMILY OF SERVICES



201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3007 • fax: 732 469-4813



Straight Edge
Striping, LLC

201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3001 • fax: 732 469-4812



223 E. Main St., Bound Brook, NJ 08801
tel: 732 302-3007 • fax: 732 469-4813



2019-2020 Jobs

Straight Edge Striping

201 Wilton Avenue

Middlesex NJ 08846

732-302-3001

4 Clean Up- 2019 Road Program - \$40,209.30

American Asphalt & Milling- 2019 Rd Resurf Ridgewood- \$22,324.06

APM Terminal- Elizabeth- \$38,013.00

Barnard- Hall of Records- Newark - \$33,450.00

Bencardino- Boeing- Philadelphia - \$52,870.00

Black Rock- 2019-08 Various Rds- Hunterdon- \$141,291.34

Black Rock-DP19122 Rt 33- \$373,316.74

Classic Site Solutions-National Park Sandy Hook- \$32,010.00

Conti Enterprises- 154.398 Newark Airport - \$72,071.85

D&L Paving- Various Parks- North Bergen- \$53,068.00

Della Pello- DP19415- Maint. Contract North- \$316,665.31

Earle Asphalt- 19023 20019A- Ocean County Rds- \$95,301.31

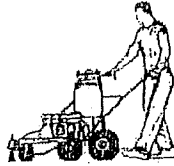
Fine Painting- American Dream- \$108,000.00

Konkus- DP19128- Rt 78- \$80,270.64

A FAMILY OF SERVICES



201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3007 • fax: 732 469-4813



201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3001 • fax: 732 469-4812



223 E. Main St., Bound Brook, NJ 08801
tel: 732 302-3007 • fax: 732 469-4813

Auto & Equipment Schedule

- Epoxy Truck
- Hand Machine
- Hino Thermoplastic Truck
- Thermoplastic Handliner
- Ford F550 Pick-Up truck



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2022

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

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

PRODUCER SB One Insurance Agency Inc 96 US Highway 206 PO Box 4 Augusta NJ 07822	CONTACT NAME: Leo Raponi PHONE (A/C, No, Ext): (973) 579-6776 E-MAIL ADDRESS: lraponi@SBOneInsurance.com FAX (A/C, No): (973) 579-0111																					
INSURED Straight Edge Striping LLC 201 Wilton Avenue Middlesex NJ 08846	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Phoenix Ins Co</td><td>25623</td></tr><tr><td>INSURER B:</td><td>The Travelers Ind Co of Amer</td><td>25666</td></tr><tr><td>INSURER C:</td><td>The Travelers Prop Cas Ins Co</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Chubb Insurance Company of NJ</td><td>41386</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Phoenix Ins Co	25623	INSURER B:	The Travelers Ind Co of Amer	25666	INSURER C:	The Travelers Prop Cas Ins Co	25674	INSURER D:	Chubb Insurance Company of NJ	41386	INSURER E:			INSURER F:		
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INSURER D:	Chubb Insurance Company of NJ	41386																				
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2022-2023 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	8M440541	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☒ Contractual Liability						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
B	☒ ANY AUTO	Y	Y	8M439972	01/01/2022	01/01/2023	GENERAL AGGREGATE	\$ 2,000,000
	☐ OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ HIRED AUTOS ONLY						Employee Benefits	\$ 1,000,000
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
C	☒ UMBRELLA LIAB	Y	Y	8M441746	01/01/2022	01/01/2023	BODILY INJURY (Per person)	\$
	☐ EXCESS LIAB						BODILY INJURY (Per accident)	\$
	☐ RETENTION \$ 10,000						PROPERTY DAMAGE (Per accident)	\$
	☐ CLAIMS-MADE						Underinsured motorist	\$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		8M441863	01/01/2022	01/01/2023	AGGREGATE	\$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						EACH OCCURRENCE	\$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
D	Excess Liability			9364-96-01	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

S. Batata Construction Inc. is included as an Additional Insured to the above captioned General Liability, Business Auto, and Umbrella Policies on a primary and non-contributory basis for work the insured is performing provided a written contract exists requiring such a status. Additional Insured also applies to product completed operations with respect to the above General Liability policy. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Waiver of subrogation applies to the above policies except for Workers Compensation. Umbrella follows form. General Liability & Umbrella policies do not have a third party over exclusion or exclusions related to the New York Labor Law. Umbrell policy is Follow Form. Coverage for Leased/Rented Equipment - \$750,000 with \$5,000 Ded.

CERTIFICATE HOLDER**CANCELLATION**

S. Batata Construction Inc.
238 Ernston Road, Suite 1R

Parlin

NJ 08859

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

AUTHORIZED REPRESENTATIVE

Leo Raponi

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Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, S. Batata Construction, Inc.,
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, as Surety, is hereby held and firmly bound unto
Township of Delaware, Hunterdon County, New Jersey, as Owner, in the Penal Sum of
Ten Percent of Amount of Bid Not * (\$10% NTE \$20,000.00) for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 14th day of October, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to Township of Delaware, Hunterdon County, New Jersey a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for Municipal Building Sidewalk and Ramp Replacement Project.

NOW, THEREFORE,

- A. If said bid shall be rejected or in the alternative,
- B. If said bid shall be accepted and the Principal shall execute and deliver a contract 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 the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

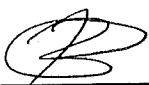
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

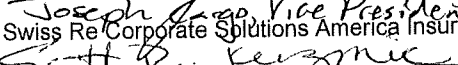
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

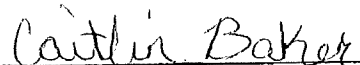
S. Batata Construction, Inc.

Principal

By: 

Witness Blake Adelino


Joseph Lago, Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Surety : Scott R. Kuzmic, Attorney-in-Fact
Attorney-in-fact

By: 

Witness : Caitlin Baker, Witness

*to Exceed Twenty Thousand and 00/100 Dollars

Consent of Surety

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this

14th day of October, 2022.

(A corporate acknowledgement and statement of authority is hereby attached by the surety company.)

Swiss Re Corporate Solutions America Insurance Corporation

Surety Company

By: Scott R. Kuzmic
Surety Company
Attorney-in-Fact
Scott R. Kuzmic, Attorney-in-Fact

Witness/
Attest: Caitlin Baker
Caitlin Baker, Witness

(Surety may substitute a similar statement subject to the OWNER'S approval.)

Surety Acknowledgement

STATE OF New Jersey

SS:

COUNTY OF Monmouth

On this 14th day of October, in the year 2022, before me personally comes Scott R. Kuzmic, to me known; who, being by me duly sworn, deposes and says that he/she resides in the City of Point Pleasant Beach, NJ that he/she is the Attorney-in-Fact of the Swiss Re Corporate Solutions America Insurance Corporation the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal, that it was so affixed by the order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

Kelly M. Byrne
Kelly M. Byrne, Notary Public

KELLY M BYRNE
Notary Public, State of New Jersey
My Commission Expires 8/22/2027



Swiss Re
Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation

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

Swiss Re Corporate Solutions America Insurance Corporation, (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 Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,017,549,716 as of the calendar year ended December 31, 2021, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on November 26, 2021 in the amount of \$96,954,751.
- 4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000.00
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

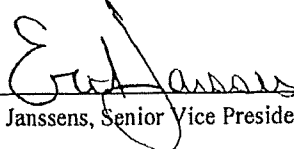
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond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

CERTIFICATE

I, Erik Janssens, Senior Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Dated: October 14, 2022

By: 
Erik Janssens, Senior Vice President

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIC J. FOLLMAN, SR., LYNN M. WHEELLOCK, FERNANDA L. DePAOLANTONIO, CAITLIN CHRISTINE BAKER AND SCOTT R. KUZMIC

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15th day of AUGUST, 2022

State of Illinois
County of Cook

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Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

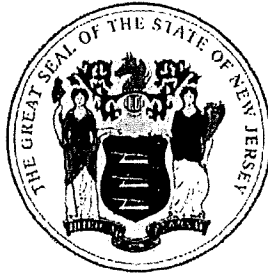
On this 15th day of AUGUST, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of October, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

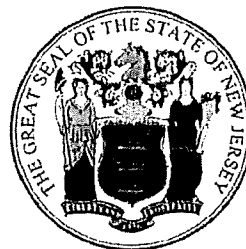
CERTIFICATE OF AUTHORITY

Date May 01, 2022

NAIC COMPANY CODE: 29874

THIS IS TO CERTIFY THAT THE **SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION** OF KANSAS CITY, MISSOURI, 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, 2023, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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



MARLENE CARIDE

COMMISSIONER OF
BANKING AND INSURANCE

NAIC COMPANY CODE: 29874

Date: May 19, 2022

COMPANY NAME: **SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE
CORPORATION**

LOCATION: **KANSAS CITY, MISSOURI**

SPECIAL CONDITIONS: