

SPECIFICATIONS
FOR
RESTORATION OF SPROUT BROOK
TOWNSHIP OF ROCHELLE PARK
BERGEN COUNTY, NEW JERSEY

Nicholas Libassi, Mayor

COUNCIL MEMBERS

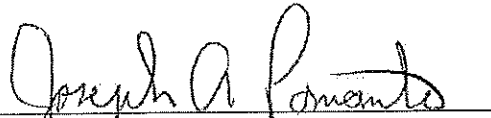
Gail Artola
Linda Boniface
Michael Kazimir
Marc Vojnich

Robert Davidson, Township Administrator
Elizabeth Kroll, Township Clerk
Joseph J. Rotolo, Esq., Township Attorney

This project is funded by a grant
from the NJDEP and the Township
of Rochelle Park

BOSWELL ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606
N.J. Certificate of Authorization No. 24GA27958000

ROP-102



Joseph A. Pomante, P.E.
Professional Engineer
New Jersey License No. 43137
Township Engineer

January 5, 2020

VIA FACSIMILE ONLY

January 28, 2021

RESTORATION OF SPROUT BROOK

TOWNSHIP OF ROCHELLE PARK

BERGEN COUNTY, NEW JERSEY

Our File No. ROP-102

ADDENDUM NO. 1

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated January 5, 2020. Acknowledge receipt of the Addendum on the proposal form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

Specifications

1. Page 1, Item 1
ADVERTISEMENT FOR BIDS, page 1, first paragraph, change "January 29, 2021 at 10:00 AM ..." to Thursday, February 11, 2021 at 9:00 AM"

The following questions were asked by prospective bidders. Please find the responses to said questions in italics directly after the question.

2. In order to perform sediment excavation in Area #1 and #2, the heavy machinery will have to get the access to the site as indicated in plans with silt fence stretch. Since both areas are located in heavily forested areas with number of various size trees, was it assumed that bid price will include significant amount for clearing the access path? Based on the site visit this will include several dozens of trees of various size to be removed. As this is located in the park, are there all required permits in place (specifically NJDEP), or this will have to be obtained by the contractor?

While Area #1 and #2 are in a wooded area, it is expected that the contractor will not cut any trees in this area. It is up to the contractor to determine the means and methods. No additional NJDEP permits will be applied for at this time.

3. For the areas # 5,6,7 the access to these locations will be through private properties, did the owner negotiated access agreements with the property owners?

The Township will negotiate access agreements with these property owners.

4. The dimensions of the headwall, flared end section, pipe and type of pipe.

All headwalls to be replaced have the size of the pipe annotated. Headwalls are to be replaced in kind in accordance with the standard headwall detail included in the details sheet. Additionally, the flared end section is to be replaced in kind. It is up to the contractor to measure and replace the flared end section in accordance with the detail provided on the details sheet. No pipe is proposed to be installed.

END OF ADDENDUM

PROPOSAL FORMS

BID DOCUMENT SUBMISSION CHECKLIST

All forms/certifications must be completed in full and initialed by the prospective bidder indicating inclusion of completed form with the bid documents. Failure to include any of the following will be a basis for disqualification of the bid.

	<u>Initial</u>
Bid Document Submission Checklist	KD
Bid Proposal Form	KD
Schedule of Prices	KD
Consent of Surety	KD
Acknowledgement of Receipt of Addenda	KD
Affirmative Action Compliance Notice	KD
Acknowledgement of Mandatory Equal Employment Opportunity Language and Mandatory Americans With Disabilities Act of 1990	KD
Stockholder Disclosure Certification	KD
Business Registration Certificates	KD
Request for Prevailing Wage Determination	KD
Public Works Contractor Registration (including named Sub-Contractors) (Copy of Public Works Contractor Registration Certificates)	KD
Non-Collusion Affidavit	KD
Equipment Certification	KD
Bidder's Affidavit	KD
Bid Bond	KD
Bidder's Safety Acknowledgement	KD
Bidder's Qualification Form	KD
Plant and Equipment Questionnaire (4 pages)	KD
Iran Disclosure Form (P.L. 2012, Chapter 25)	KD
Naming of Subcontractors Form	KD

BID PROPOSAL FORM

TO: Township of Rochelle Park

FOR: Restoration of Sprout Brook

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Owner is, shall be, or will become directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work, or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendents, Labor, Material, Tools and Equipment, and all else necessary therefore, and incidental thereto for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and the Owner reserves the right to increase or decrease the items specified in the Contract Documents. It is further understood that the total price stated by the undersigned in the Schedule of Prices is based on the estimated quantities and it will control in the awarding of the Contract, and that payments will be made for the actual measurements of the authorized work as constructed in accordance with the unit price stated hereafter in the Schedule of Prices.

Accompanying this Proposal is a Consent of Surety and a certified check, cashier's check, or bid bond for a minimum of ten (10%) percent of the amount bid but not greater than \$20,000 payable to the Owner, which is agreed by the undersigned 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 work within the stipulated time. Otherwise, the bid security shall be returned to the undersigned as specified in the Contract Documents.

<u>DTS Trucking LLC</u>	<u>20-4321091</u>
Company Name	Federal I.D.# or Social Security #
<u>65 Royal Ave, Hawthorne, NJ 07506</u>	
Address	
<u>Kevin Downes</u>	<u>Kevin Downes</u>
Signature of Authorized Agent	Type of Print Name
<u>President</u>	
Title	<u>1/28/21</u>
<u>973-238-1510</u>	Date
Telephone Number	<u>jasonu@downes.pro</u>
<u>973-238-0222</u>	E-mail Address
Fax Number	

**SCHEDULE OF PRICES
RESTORATION OF SPROUT BROOK
TOWNSHIP OF ROCHELLE PARK
BERGEN COUNTY, NEW JERSEY**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
1.	L.S.	Mobilization <u>Twenty-thousand</u> Dollars <u>no</u> Cents	Lump Sum	\$ <u>20,000</u>
2.	L.S.	Soil Erosion <u>Ten thousand</u> Dollars <u>no</u> Cents	Lump Sum	\$ <u>10,000</u>
3.	L.S.	Clearing Site <u>Fifty thousand</u> Dollars <u>no</u> Cents	Lump Sum	\$ <u>50,000</u>
4.	105 Tons	Disposing of Non-Regulated Debris <u>Fifty</u> Dollars <u>no</u> Cents	\$ <u>50</u>	\$ <u>5250</u>
5.	430 CY	Sediment Excavation <u>Twenty-seven</u> Dollars <u>no</u> Cents	\$ <u>27</u>	\$ <u>11,610</u>
6.	L.S.	Soil Testing for Waste Classification <u>Forty-five hundred</u> Dollars <u>no</u> Cents	Lump Sum	\$ <u>4500</u>
7.	580 Tons	Disposal of Non-Hazardous (ID-27) Regulated Waste <u>Fifty-two</u> Dollars <u>fifty</u> Cents	\$ <u>52.50</u>	\$ <u>30,450</u>
8.	4 UNITS	Headwalls <u>Seventy-five hundred</u> Dollars <u>no</u> Cents	\$ <u>7500</u>	\$ <u>30,000</u>
9.	1 UNIT	Flared End Section <u>Five thousand</u> Dollars <u>no</u> Cents	\$ <u>5000</u>	\$ <u>5000</u>
10.	1,130 S.F.	Conduit Outlet Protection, 16" Thick (D ₅₀ =8") <u>Twenty</u> Dollars <u>twenty-five</u> Cents	\$ <u>20.25</u>	\$ <u>22,882.50</u>

11.	234 S.F.	Scour Hole, 12" Thick (D ₅₀ =6")	<u>Twenty</u> Dollars		
			<u>Twenty-five</u> Cents	\$ <u>20.25</u>	\$ <u>4738.50</u>
12.	710 S.Y.	Screened Topsoil, 5" Thick	<u>Ten</u> Dollars		
			<u>fifty</u> Cents	\$ <u>10.50</u>	\$ <u>7455</u>
13.	710 S.Y.	Fertilization and Seeding	<u>Two</u> Dollars		
			<u>twenty-five</u> Cents	\$ <u>2.25</u>	\$ <u>1597.50</u>
14.	710 S.Y.	Straw Mulch	<u>No</u> Dollars		
			<u>Eighty-five</u> Cents	\$ <u>0.85</u>	\$ <u>603.50</u>

TOTAL ITEMS 1 - 14 IN WORDS AND FIGURES

Two hundred four thousand eighty-seven Dollars \$ 204,087.00

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Township of Rochelle Park
(Owner)

Re: DTS Trucking LLC
(Contractor)

RESTORATION OF SPROUT BROOK
(Project Description)

This is to certify that the Harco National Insurance Company
(Surety Company)

will provide to Township of Rochelle Park a performance bond in
(Owner)

the full amount of awarded contract, which shall meet any and all requirements under N.J.S.A. 2A:44-143 through N.J.S.A. 2A:44-147, in the event that said contractor is awarded a contract for the above project.

DTS Trucking LLC

BY Kevin Downes
(CONTRACTOR) *Kevin Downes, President*

BY Deborah L. Severin
(Authorized Agent of Surety Company) Deborah L. Severin, Attorney-in-Fact

Date: 1/21/2021

CONSENT OF SURETY MUST BE SIGNED AND SEALED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

TOWNSHIP OF ROCHELLE PARK

RESTORATION OF SPROUT BROOK

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. If no addendum was received, please initial in the "NONE RECEIVED" space below.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Addendum 1	fax	1/28/21

Acknowledge by bidder:

NONE RECEIVED: ~~X~~ (KD)

Name of Bidder: DTS Trucking LLC

By Authorized Representative: _____

Signature: Kevin Downes

Print Name and Title: Kevin Downes, President

Date: 1/28/21

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the bidder is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the bidder in accordance with N.J.A.C. 17:27-4.

The successful bidder may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful bidder(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the bidder copy is retained by the bidder.

The undersigned bidder certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned bidder further understands that his/her bid shall be rejected as non-responsive if said bidder fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The undersigned agrees to comply with all laws relating to Affirmative Action, whether state, local or federal, for the entire period of the contract.

COMPANY: DTS Trucking LLC
PRINT NAME: Kevin Downes
DATE: 1/28/21

SIGNATURE: 
TITLE: President

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2017** to **15-APR-2024**

**DTS TRUCKING, LLC
65 ROYAL AVENUE
HAWTHORNE**

NJ 07506



Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**

**ACKNOWLEDGEMENT OF MANDATORY EQUAL EMPLOYMENT OPPORTUNITY
LANGUAGE AND MANDATORY AMERICANS WITH DISABILITIES ACT OF 1990**

I Hereby Certify That DTS Trucking LLC
Name of Bidder

Has Submitted a Bid For Restoration of Sprout Brook
Project Name

On This 28 Day of January, 20 21, And

In Compliance with Public Law 1975, Chapter 127 (NJAC 17:27), As

Described in Exhibit A and B within these bid specifications.

Karen Donato
Authorized Signature

President
Title

Subscribed and Sworn Before Me

On January 28, 20 21.

[Signature]
Notary Public

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)

PIETER S. SLUMP
Commission # 2437631
Notary Public, State of New Jersey
My Commission Expires
August 21, 2023

Exhibit A

(Known as Exhibit B in Goods and Services Bid Specifications: A Guide for New Jersey Local Public Agencies – Section C)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 ET SEQ., N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital 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, up-grading, 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.S.A. 17:27-7.2; provided, however, that the Division 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 Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, 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.S.A. 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. 10:531 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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

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

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

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

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

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

(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 Division, 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 Division.

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

- (C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division and to the public agency compliance officer.

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

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

Exhibit B

(Known as Appendix A in Goods and Services Bid Specifications: A Guide for New Jersey Local Public Agencies – Section C)

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of Rochelle Park, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

NEW JERSEY PUBLIC LAW 1977, CHAPTER 33 REQUIRES EACH CORPORATION OR PARTNERSHIP SUBMITTING A BID TO ANY GOVERNMENTAL AGENCY TO ACCOMPANY THAT BID WITH A STATEMENT OF OWNERSHIP LISTING THE NAME AND ADDRESS AND PERCENTAGE OWNERSHIP OF EACH INDIVIDUAL OWNING TEN PERCENT (10%) OR MORE OF THE CORPORATION OR PARTNERSHIP. THIS FORM OR AN APPROPRIATE LISTING ON THE BIDDERS LETTERHEAD CONTAINING SIMILAR INFORMATION, MUST BE INCLUDED IN THE BIDDERS PROPOSAL WHEN THE BID IS ORIGINALLY SUBMITTED.

OWNERSHIP STATEMENT – PER PL 1977 CHAPTER 33

DTS Trucking LLC

(NAME OF CORPORATION OR PARTNERSHIP) PRINT

65 Royal Ave, Hawthorne, NJ 07506

(ADDRESS OF RECORD) PRINT

NAME	ADDRESS	PERCENT OWNED
<u>Kevin Downes</u>	<u>(65 Roy) 96 Clairmont Dr., Woodcliff Lake, NJ</u>	<u>90</u>
<u>Amy Downes</u>	<u>96 Clairmont Dr., Woodcliff Lake, NJ</u>	<u>10</u>

IF ONE OR MORE SUCH STOCKHOLDER OR PARTNER IS ITSELF A CORPORATION OR IS A PARTNERSHIP, THE STOCKHOLDERS HOLDING TEN PERCENT (10%) OR MORE OF THAT CORPORATION'S STOCK OR THE INDIVIDUAL PARTNERS OWNING TEN PERCENT (10%) OR GREATER INTEREST IN THAT PARTNERSHIP MUST BE LISTED ON A SUPPLEMENTAL SHEET ON THE BIDDER'S LETTERHEAD.

THE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

Kevin Downes, Amy Downes as listed above.

CONTRACTOR'S LEGAL STATUS: LLC

(CORPORATION LIMITED LIABILITY CORPORATION, SUBCHAPTERS COOPERATIVE, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, JOINT VENTURE, OR INDIVIDUAL OPERATING UNDER A TRADENAME.)

I CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT.

SIGNATURE

President
TITLE

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 28 DAY
OF January, 2021.

NOTARY PUBLIC OF
MY COMMISSION EXPIRES

20

PIETER S. SLUMP
Commission #2437631
Notary Public, State of New Jersey
My Commission Expires
August 21, 2023

BUSINESS REGISTRATION CERTIFICATE

A contractor shall provide proof of its own business registration and proofs of business registration for any named subcontractors. The proof shall be in the form of a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue. The proof of business registration shall be provided prior to the time the bid or proposal is awarded or authorized by the contracting agency.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DTS TRUCKING, LLC
Trade Name:
Address: 65 ROYAL AVENUE
HAWTHORNE, NJ 07506-1916
Certificate Number: 1411487
Effective Date: May 19, 2008
Date of Issuance: November 22, 2016

For Office Use Only:
20161122113216698

REQUEST FOR PREVAILING WAGE DETERMINATION

I, the undersigned, being the duly authorized and acting legal representative of the Bidder, do hereby certify as follows:

There shall be paid each laborer or mechanic of the successful Bidder or subcontractor engaged in work on the project under this bid in the trade or occupation required in these specifications, not less than the hourly wage rate established by the State Commissioner of Labor & Industry under N.J.S. 34:15-25 regulation pertaining to prevailing wage rates.

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

WITNESS OR ATTESTED BY

DATE

SIGNATURE

NAME OF ORGANIZATION

PRINT NAME AND TITLE OF
PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$15,444 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc. The municipality reserves the right to maintain the application of prevailing wage rates for projects under the threshold.

Under the law a *contractor* is a "person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines "public works projects" as contracts for "public works" as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not hereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

Certificate Number
714638

Registration Date: 03/22/2019
Expiration Date: 03/21/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Kevin Downes, President

Responsible Representative(s):
Amy Downes, Treasurer

DTSTrucking LLC
2019

A handwritten signature in black ink, appearing to read "RA 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.

NON - COLLUSION AFFIDAVIT

State of New Jersey:

County of Passaic

ss:

I, Kevin Downes residing in
(name of affiant)

Woodcliff Lake in the County of Bergen and the State of NJ of
(name of municipality)

full age, being duly sworn according to the law on my oath depose and say that:

I am President of the firm of DTS Trucking LLC
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled RESTORATION OF SPROUT BROOK,
(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Rochelle Park relies upon
(name of contracting unit)

the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

Subscribed and sworn to

Kevin Downes
Signature of Affiant

before me this day

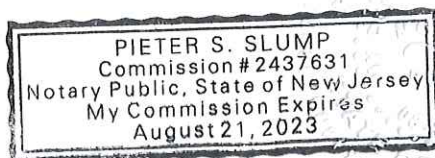
Jan. 28 2021

Kevin Downes, President
(Type or print name of affiant under signature)

Notary Public of

My commission expires

(Seal)



EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: DTS Trucking LLC

By: Kevin Downes
(Signature)

Name of above: Kevin Downes
(Print)

Title: President

Date: 1/28/21

BIDDER'S AFFIDAVIT

STATE OF New Jersey

COUNTY OF Passaic

Kevin Downes being duly sworn, deposes and says that he
resides at 96 Clairmont Dr., Woodcliff Lake, NJ

and that he is the President
(Give Title)
of DTS Trucking LLC
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign, that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

Kevin Downes

Affiant

Subscribed and Sworn before me
this 28 day of Jan., 2021.

(Seal)
(Notary Public)

(Commission expiration date)

PIETER S. SLUMP
Commission # 2437631
Notary Public, State of New Jersey
My Commission Expires
August 21, 2023

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

DTS Trucking LLC * as Principal, and Harco National Insurance Company** as Surety, are hereby held and firmly bound unto the Township of Rochelle Park in the penal sum of not less than ten percent of the bid amount to a maximum of \$20,000.00 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.

*65 Royal Avenue, Hawthorne, NJ 07506

** 702 Oberlin Road, Raleigh, NC 27605-0800

Signed this 21st day of January, 2021

The condition of the above obligation is such that whereas the Principal has submitted to the Township of Rochelle Park, NJ a certain Bid, attached hereto, and made a part of hereof, to enter into a contract in writing for Restoration of Sprout Brook, Rochelle Park, NJ

NOW THEREFORE,

- A) If said Bid shall be rejected, or, in the alternate,
- B) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the Township Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

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

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

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

Principal: DTS Trucking LLC (L.S.)

Surety: Harco National Insurance Company

By: Kevin Downes

By: Deborah L. Severin
Deborah L. Severin, Attorney-in-Fact

Kevin Downes, President

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2019, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2019	806,565,751
DEDUCTIONS for investment in Subsidiary	108,481,555
POLICYHOLDERS' SURPLUS ALLOWED	698,084,196

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2019 is as follows:

HARCO NATIONAL INSURANCE COMPANY 57,274,000

(4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000.

(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 the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(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

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Deborah L. Severin, as **Attorney-in-Fact** for Harco National Insurance Company
an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best
of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of
those statements made by me are false, this bond is VOIDABLE.

Deborah L. Severin
(Signature)

Deborah L. Severin
(Printed Name)

Attorney-in-Fact
(Title)

1/21/2021
(Date)

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2019, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

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(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2019 is as follows:

HARCO NATIONAL INSURANCE COMPANY 57,274,000

(4) The amount of the bond to which this statement and certification is attached is \$ 100% of Contract Amount

(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 the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(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

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Deborah L. Severin, as **Attorney-in-Fact** for Harco National Insurance Company
an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best
of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of
those statements made by me are false, this bond is VOIDABLE

Deborah L. Severin
(Signature)

Deborah L. Severin
(Printed Name)

Attorney-in-Fact
(Title)

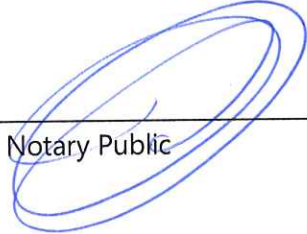
1/21/2021
(Date)

ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF New Jersey)
COUNTY OF, Passaic)

ON THE 28 DAY OF Jan. 2021, BEFORE ME PERSONALLY APPEARED
Kevin Downes TO ME KNOWN AND KNOWN TO ME TO BE THE
President OF **DTS Trucking LLC** A LIMITED LIABILITY COMPANY, DESCRIBED
IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE
EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.


Notary Public

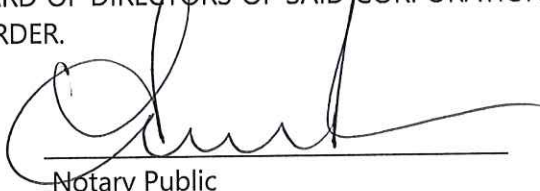
PIETER S. SLUMP
Commission # 2437631
Notary Public, State of New Jersey
My Commission Expires
August 21, 2023

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK,))
COUNTY OF Nassau))

ON January 21, 2021 BEFORE ME PERSONALLY CAME **Deborah L. Severin** TO ME KNOWN, WHO, BEING
BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT 255 Executive Drive, Plainview, NY
11803 THAT (S)HE IS THE ATTORNEY-IN-FACT OF **Harco National Insurance Company** THE CORPORATION
DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID
CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT
IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE
SIGNED HIS/HER NAME THERETO BY LIKE ORDER.




Notary Public

Bond # Bid Bond

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JANICE R. FISCINA, ROSANNE CALLAHAN, DEBORAH L. SEVERIN, ROBERT FINNELL, PETER HENRY, FERN PERRY,
JENNIFER L. JOHNSTON

Plainview, NY

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, JAN 21 2021

B77479

Irene Martins, Assistant Secretary

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

<u>ASSETS</u>	
Bonds (Amortized Value)	\$69,147,050
Stocks (Preferred Stocks)	3,667,057
Stocks (Common Stocks)	856,400,268
Cash, Bank Deposits & Short Term Investments	49,896,036
Other Invested Assets	9,504,574
Unpaid Premiums & Assumed Balances	157,529,462
Deferred Premiums, Agents Balances & Installments booked	30,396,949
Reinsurance Recoverable from Reinsurers	27,228,017
Reinsurance - Funds Held by or deposited with reinsured companies ..	11,368,596
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,123,975
Receivables from Parent Subsidiaries & Affiliates	895,402
Other Assets	0
TOTAL ASSETS	<u>\$1,217,157,385</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$132,364,505
Reinsurance payable on paid losses & loss adjustment expense	19,228,089
Loss Adjustment Expenses	31,596,841
Commissions Payable, Contingent Commissions & Other Similar Charges ..	5,971,903
Other Expenses (Excluding Taxes, Licenses and Fees)	296,734
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,228,988
Current federal and foreign income taxes	724,851
Net Deferred Tax Liability	15,645,983
Unearned Premiums	98,148,046
Advance Premium	402,174
Ceded Reinsurance Premiums Payable	83,588,765
Funds held by Company under reinsurance treaties	14,318,856
Amounts Withheld by Company for Account of Others	5,492,288
Payable to Parent Subsidiaries & Affiliates	1,041,121
Other Liabilities	542,490
TOTAL LIABILITIES	<u>\$410,591,634</u>

Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	132,283,913
Surplus as Regards Policyholders	\$806,565,751
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,217,157,385</u>

I, David G Pirrung, President of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of February, 2020.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 6th day of March, 2020.

NOTARY PUBLIC, STATE OF

Sherrie L Major
North Carolina

Sherrie L Major
Notary Public
Wake County, NC
My Commission Expires May 21, 2020

BIDDER'S SAFETY ACKNOWLEDGMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

WITNESS OR ATTESTED BY

1/28/21
DATE

SIGNATURE

DTS Trucking LLC
NAME OF ORGANIZATION

Kevin Downes
President
PRINT NAME AND TITLE OF
PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

BIDDER'S QUALIFICATION FORM
(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and contract amount:

1. Name of Job: Zimmermann Park Improvements
Major Construction Items: Construction, hardscaping, landscaping

Engineer Name, Address, & Telephone Number: Gregory Polyniak, Neglia Engineering,
Lyndhurst, NJ. 201-939-8805.

2. Name of Job: George Washington Memorial Park
Major Construction Items: Grading, drainage infrastructure, landscaping.

Engineer Name, Address, & Telephone Number: Deborah Santangelo. 201-788-1438.

3. Name of Job: East Webster Ave Streambank Stabilization
Major Construction Items: Site work, landscaping.

Engineer Name, Address, & Telephone Number: David Atkinson, Neglia Engineering,
Mountainside, NJ. 201-939-8805.

4. Name of Job: Eastside Reservoir Site Improvements.
Major Construction Items: Clearing, fencing, planting.

Engineer Name, Address, & Telephone Number: Chris Rutishauser, Village of Ridgewood.
201-670-5500 x239

5. Name of Job: Disposal of Excess Soil
Major Construction Items: Screening of soil, hauling.

Engineer Name, Address, & Telephone Number: Michael Saber, Rockland Cty. Sewer
Commission #1, 845-365-6195.

PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to the Township of Rochelle Park

By DTS Trucking LLC

A Corporation

A Co-partnership

An Individual

Principal Office 65 Royal Ave, Hawthorne, NJ 07506

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

1. In what manner have you inspected the proposed work? Explain in detail.

We have visited the proposed work site several times.

2. Explain your plan or layout for performing the proposed work.

After receipt of the notice to proceed, we will perform the proposed work laid out in the bid documents in consultation with the engineer.

3. The work, if awarded to you, will have the personal supervision of whom?

Jason Usnick.

4. Do you intend to do the proposed work with your own forces? Yes.

STATUS OF CONTRACTS ON HAND

5. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance To Be Completed	Estimated Date of Completion
Borough of Teaneck	Teaneck, NJ	Removal + Disposal Street Sweepings	\$169,650	\$38,000	\$2,000	\$129,650	3/31/23
Totals							

6. What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

Quantity	Item	Description, Size Capacity, Etc.	Condition	Years of Service	Present Location
2	Skidsteers	Bobcat T300	Very good	4	Hawthorne, NJ
1	Backhoe	JCB Midi CX	Very good	6	Hawthorne, NJ
2	Triaxles	Western Star 4700	Excellent	2	Hawthorne, NJ
1	Hooklift	Intl. 4300	Very good	8	Hawthorne, NJ
1	Excavator	Cat. 314	Very good	4	Hawthorne, NJ
1	Loader	Cat. 908M	Very good	3	Hawthorne, NJ

7. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

TABLE 2

Quantity	Item	Description, Size Capacity, Etc.	Approximate Purchase	Cost Lease
		None.		

8. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

X Yes No

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by DTS Trucking LLC, and are available for and intended to be used on the Project, if DTS Trucking LLC is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of contract, as set forth in Article 25 the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at Hawthorne, NJ this 28
day of January, 20 21.

DTS Trucking LLC
Name of Organization

By Kevin Downes

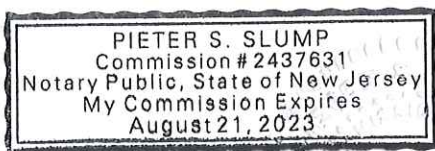
President
Title or Person Signing

STATE OF NJ

COUNTY OF Passaic

Kevin Downes, Being duly sworn, deposes and says that he
is President of the above DTS Trucking LLC
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.



My Commission Expires

Sworn to before me this 28
day of Jan., 20 21

[Signature]
Notary Public

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
TOWNSHIP OF ROCHELLE PARK
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Name: Restoration of Sprout Brook

Bid Due Date: 1/29/21

Bidder: DTS Trucking LLC

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Township of Rochelle Park are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Township of Rochelle Park to notify the State of New Jersey and the Township of Rochelle Park 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 State of New Jersey and/or the Township of Rochelle Park and that the State and/or the Township of Rochelle Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Kevin Downes

Signature: *Kevin Downes*

Title: President

Date: 1/28/21



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

MAURICE A. GRIFFIN
Acting Direct

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

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

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

List Date: July 1, 2020

NAMING OF SUBCONTRACTORS FORM

ALL CONTRACTORS MUST COMPLETE THE FOLLOWING:

N.J.S.A. 40A:11-16 requires that where all the work and materials required to complete the construction project are to be included in a single overall contract, bidders that propose using subcontractors for any of the four specialized "sub-prime" categories (i.e. Plumbing and gas fitting and all kindred work; Steam and hot water heating, ventilating apparatus, steam power plants and kindred work (HVAC); Electrical work; and Structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for that category.

If DTS Trucking LLC is successfully awarded this
(Name of Firm)
project, I, Kevin Downes,
(Authorized Representative)
of the City of Woodcliff Lake, in the County of Bergen and State
of NJ, certify pursuant to N.J.S.A. 40A:11-16 that I shall utilize the
following subcontractors if this Bid is successfully awarded to my firm.

<u>NAME OF SUBCONTRACTOR</u>	<u>SCOPE OF WORK</u>
<u>N/A</u>	

(Use additional sheet of paper if more space required)

Kevin Downes
Signature of Bidder

Kevin Downes, President
Name and Title (Print or Type)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 28 DAY
OF Jan. 20 21

