



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: T.R. WENIGER INC.
Trade Name:
Address: 1900 NEW BRUNSWICK AVENUE
PISCATAWAY, NJ 08854
Certificate Number: 0579226
Effective Date: June 24, 1991
Date of Issuance: December 19, 2016

For Office Use Only:
20161219114154658

Certificate Number
667925

Registration Date: 12/18/2019
Expiration Date: 12/17/2021



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):
Laurie Weniger, President

Responsible Representative(s):
Timothy Weniger, Vice-President

T. R. Weniger, Inc.
2019

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

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

NON TRANSFERABLE

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

Certification 10735

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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-NOV-2016** to **15-NOV-2023**

T.R. WENIGER, INC.
1900 NEW BRUNSWICK AVE.
PISCATAWAY NJ 08854



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

	Uncompleted Contract Schedule - T. R. Weniger, Inc.					
	Date:	6/1/20				
Entity	Project Title	Original Contract Amount	Uncompleted Amount as of Date Above	Name and Telephone Number of Party to be Contacted for Verification	Notes	
Beachwood	Beachwood Beach Shore Protection	\$ 114,720.00	\$ 114,720.00	John LeCompte, PE., Remington Vernick & Vena, 732-286-9220	Awarded	
FT Associates	Saint Clares Hospital UST Removal/Install	\$ 220,000.00	\$ 170,000.00	Ron Carvalho, FT Associates	In Progress	
Holiday City HOA	Sunken Branch Dam Repairs	\$ 56,420.00	\$ 56,420.00		In Progress	
Keansburg	WTP Clarifier Tank Covers	\$ 390,000.00	\$ 17,600.00	Kevin O'Keeffe, P.E., T&M Associates, 732-865-9498	Close Out	
Piscataway	F/I Electrical Panel, New Equip, Relocate Equip @ PepsiCo Pump Station	\$ 97,900.00	\$ 58,950.00	Guy Gaspari, P.E., Piscataway Director Public Works, 732-562-2395	In Progress	
Roxbury	2020 Inlet Reconstructions	\$ 100,000.00	\$ 50,000.00	Paul Labell, Roxbury Township Road Supervisor, 973-598-7015	In Progress	
Somerset County	Neshanic Valley Golf Course Washdown System Replacement	\$ 93,318.00	\$ 78,452.00	Adam Bloom, P.E., Somerset County Engineering, 908-231-7018	In Progress	
Somerset County	EEC Pump Station Replacement	\$ 123,000.00	\$ 123,000.00	Adam Bloom, P.E., Somerset County Engineering, 908-231-7018	In Progress	
Tinton Falls	Rutgers Drive and Nutmeg Court Pump Stations	\$ 415,000.00	\$ 415,000.00	Butch Neis, Supervisor Streets and Sewers, 732-241-4697	Submittals	
Weston Solutions	AASF Bryd Field Fueling System Repairs - Richmond VA	\$ 823,794.00	\$ 823,794.00	Scott Hammond, Project Manager, 808-351-2648	Submittals	
Weston Solutions	Various Repairs to DLA Energy Fuel Facilities @ JB McGuire Dix Lakehurst	\$ 1,400,000.00	\$ 1,400,000.00	Chris DeBord, Project Manager, 770-325-7944	Low Bid	
Woodcliff Lake	Woodcliff Lake Reservoir Walking Trail Project	\$ 76,400.00	\$ 60,150.00	Evan Jacobs, P.E., Neglia Engineering, 201-939-0846	In Progress	
TOTAL		\$ 3,910,552.00	\$ 3,368,086.00			

	List of Equipment Owned or Controlled by T. R. Weniger, Inc.					
	Date:	6/1/20				
	Type of Equipment	Number	Make	Model	Age	
	Excavator	1	Doosan	DX235LCR	2015	
	Excavator	1	Deere	350DLC	2008	
	Excavator	1	Deere	590D	1995	
	Excavator	1	Doosan	DX140LCR	2016	
	Excavator	1	Deere	60D	2014	
	Excavator	1	Deere	35D	2011	
	Excavator	1	Deere	27D	2012	
	Excavator	1	Deere	17D	2015	
	Excavator	1	Deere	17G	2018	
	Excavator	1	Cat	325DL - Long Reac	2008	
	Wheel Loader	1	Doosan	DL220	2016	
	Bulldozer	1	Deere	550J LGP	2008	
	Backhoe Loader	1	Ford	675D	1995	
	Backhoe Loader	1	Ford	675D	1996	
	Skid Steer	1	Deere	323D	2011	
	Skid Steer	1	Deere	329E	2016	
	Amphibious Excavator	1	EIK CAT Pontoon	307 E2	2016	
	Telehandler	1	Gradall	524C	2002	
	Telehandler	1	JLG	G9-43	2011	
	Boom Lift	1	JLG	600S	2004	
	Boom Lift	1	JLG	E300AJP	2006	
	Scissor Lift	1	Genie	2032	2003	
	Scissor Lift	1	Skyjacker	SJ6826	2012	
	Forklift	1	Linde	H40D	2005	
	Screening Plant	1	Fintec	542	2008	
	Tractor	1	Mack	Superliner	1985	
	Tractor	1	Mack	RD688	1990	
	Tractor	1	Mack	RD688	2004	
	Tractor	1	Kenworth	Heavy-Spec	1994	
	Tractor	1	AMG M913	6x6	1984	
	Tandem Dump	1	Mack	RD688	1998	
	Tandem Hooklift	1	Peterbilt	357	1996	
	Tandem Hooklift	1	Mack	RD688	1996	
	Tandem Hooklift	1	Mack	RD688	1997	
	Single Axle Dump	1	Peterbilt	335	2006	
	Single Axle Dump	1	Mack	DM600	1981	
	Mason Dump	1	Dodge	3500	2012	
	Mason Dump	1	Dodge	5500	2011	
	Mason Dump	1	Ford	F550	2020	
	Pick-up	1	Dodge	1500	2015	
	Pick-up	1	Dodge	2500 White	2012	

	Pick-up		1	Dodge	2500 Black	2012
	Service Van		1	GMC	2500	2004
	Service Van		1	Ford	E450	2020
	Service Truck		1	Ford	F550	2019
	Service Truck		1	Ford	F350	2018
	Mechanics Truck		1	Ford	F550	2020
	Lowboy Trailer		1	Talbert	55 ton	2000
	Lowboy Trailer		1	Fontaine	55 ton extendable	2011
	Lowboy Trailer		1	Witzco	35 ton	1995
	Tag Trailer		1	CZE	20 ton	1994
	Tag Trailer		1	Custom	12 ton	1997
	Flatdeck Trailer		1	Dorsey	40'	1980
	Enclosed Trailer		1	USC Trailer	24'	1997
	Enclosed Trailer		1	Lark	18'	2017
	Tag Trailer		1	Custom	tri-axle	1990
	Tag Trailer		1	Cam Superline	tandem axle	2008
	Tag Trailer		1	Proline	30 Ton	2016
	Tag Trailer		1	Rampant	9 Ton	2019
	Tilt Deck Trailer		1	Rampant	9 Ton	2018
	Grout Pump		1	Chemgrout	CG-550	2018
	Concrete Pump		1	Powercreter	35	2003
	Vibratory Hammer		1	MKT	V-2E	2009
	Auger Drive		1	Pengo	RS-7	2014
	Anchor Drive		1	Pengo	RS-12	2015
	Anchor Drive Torque Meter		1	Pengo	Trulink	2015
	Hydraulic Hammer		1	Atlas Copco	2000 LB	2014
	Hydraulic Hammer		1	Indeco	750 LB	2017
	Hydraulic Hammer		1	Indeco	500 LB	2013
	Hydraulic Hammer		1	Indeco	200 LB	2016
	Compactor		1	Stone	SD-66 Single Drum	2003
	Roller		1	Stone	Tandem Drum	2000
	Tamp		1	Bomag	Diesel Walk Behind	1996
	Tamp		1	Bomag	Walk-Behind	2012
	Diesel Pump		1	Gormann Rupp	6"	2013
	Asphalt Hot Box		1		2 Ton	2012
	Generator		1	Wacker	G25	2012
	Generator		1	Doosan	G25	2016
	Light Tower		1	MPT		2011
	Air Compressor		1	Ingersoll	185CFM	1995
	Air Compressor		1	Ingersoll	185CFM	1998
	Air Compressor		2	Atlas Copco	90 CFM	2014
	Air Compressor		1	Rotair	185CFM	2018
	Hydroseeder		1	Finn		
	Barges		2	8x20		2016

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

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.

T. R. Weniger, Inc.

Company Name 223112834
1900 New Brunswick Ave. Piscataway, NJ 08854 Federal ID # or Social Security #

Address

Timothy R. Weniger, Jr.

Signature of Authorized Agent
Secretary

Type of Print Name

Title

Telephone Number
(p) 732-968-3450
(h) 732-968-4741

Date

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>fifteen thousand</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>15,000.00</u>
2.	L.S.	Soil Erosion <u>five thousand</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>5,000.00</u>
3.	L.S.	Clearing Site <u>fourteen thousand</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>14,000.00</u>
4.	105 Tons	Disposing of Non-Regulated Debris <u>one hundred</u> Dollars <u>zero</u> Cents	\$ <u>100.00</u>	\$ <u>10,500.00</u>
5.	430 CY	Sediment Excavation <u>one hundred</u> Dollars <u>zero</u> Cents	\$ <u>100.00</u>	\$ <u>43,000.00</u>
6.	L.S.	Soil Testing for Waste Classification <u>two thousand</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>2,000.00</u>
7.	580 Tons	Disposal of Non-Hazardous (ID-27) Regulated Waste <u>sixty two</u> Dollars <u>zero</u> Cents	\$ <u>62.00</u>	\$ <u>35,960.00</u>
8.	4 UNITS	Headwalls <u>five thousand</u> Dollars <u>zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>20,000.00</u>
9.	1 UNIT	Flared End Section <u>five thousand</u> Dollars <u>zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
10.	1,130 S.F.	Conduit Outlet Protection, 16" Thick (D ₅₀ =8") <u>fifteen</u> Dollars <u>zero</u> Cents	\$ <u>15.00</u>	\$ <u>16,950.00</u>

11.	234 S.F.	Scour Hole, 12" Thick (D ₅₀ =6")	<u>ten</u> Dollars	\$ <u>10.00</u>	\$ <u>2,340.00</u>
			<u>zero</u> Cents		
12.	710 S.Y.	Screened Topsoil, 5" Thick	<u>ten</u> Dollars	\$ <u>10.00</u>	\$ <u>7,100.00</u>
			<u>zero</u> Cents		
13.	710 S.Y.	Fertilization and Seeding	<u>two</u> Dollars	\$ <u>2.00</u>	\$ <u>1,420.00</u>
			<u>zero</u> Cents		
14.	710 S.Y.	Straw Mulch	<u>two</u> Dollars	\$ <u>2.00</u>	\$ <u>1,420.00</u>
			<u>zero</u> Cents		

TOTAL ITEMS 1 - 14 IN WORDS AND FIGURES

one hundred seventy nine thousand Dollars \$ 179,690.00
six hundred ninety

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: _____
(Contractor)

RESTORATION OF SPROUT BROOK
(Project Description)

This is to certify that the _____
(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.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**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.**

See Attached

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
No. 1	email	1/20/21

Acknowledge by bidder:

NONE RECEIVED: _____

Name of Bidder: T. R. Weniger, Inc.

By Authorized Representative: Timothy R. Weniger, Jr.

Signature: 

Print Name and Title: Timothy R. Weniger, Jr. Secretary

Date: 2/10/21

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: T. R. Weniger, Inc.
PRINT NAME: Timothy R. Weniger, Jr.
DATE: 2/10/21

SIGNATURE: 
TITLE: Secretary

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

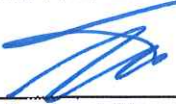
I Hereby Certify That T. R. Weniger, Inc.
Name of Bidder

Has Submitted a Bid For Sprout Brook
Project Name

On This 11 Day of February, 20 21, And

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

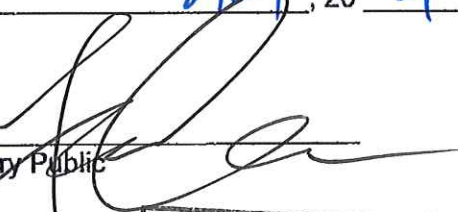
Described in Exhibit A and B within these bid specifications.


Authorized Signature

Secretary
Title

Subscribed and Sworn Before Me

On 2/10/21, 20 21.


Notary Public

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

LAURIE A. WENIGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/21/2024

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
T. R. Weniger, Inc.

(NAME OF CORPORATION OR PARTNERSHIP) PRINT
1900 New Brunswick Ave. Piscataway, NJ 08854

(ADDRESS OF RECORD) PRINT

NAME	ADDRESS	PERCENT OWNED
Laurie Weniger	329 Silverhollow Drive Tonawanda	51%
Timothy Weniger	329 Silverhollow Drive Tonawanda	49%

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:

Laurie Weniger
Timothy Weniger

CONTRACTOR'S LEGAL STATUS:

(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.

Secretary

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 10 DAY
OF Feb, 2021.

SIGNATURE

TITLE

LAURIE A. WENIGER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 10/21/2024

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.

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

2/10/21

SIGNATURE

T. R. Weniger, Inc.

NAME OF ORGANIZATION

Timothy R. Weniger, Jr.

Secretary

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.

NON - COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

ss:

I, Timothy R. Weniger, Jr. residing in
(name of affiant)

Westfield in the County of Union 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 Secretary of the firm of T. R. Weniger, Inc.
(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 T. R. Weniger, Inc.

Subscribed and sworn to

[Signature]
Signature of Affiant

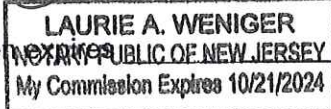
before me this day

Timothy R. Weniger, Jr.

(Type or print name of affiant under signature)

Notary Public or

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: T. R. Weniger, Inc.

By: 
(Signature)

Name of above: Timothy R. Weniger, Jr.
(Print)

Title: Secretary

Date: 2/10/21

BIDDER'S AFFIDAVIT

STATE OF NY
COUNTY OF Madison

Timothy R. Weniger, Jr. being duly sworn, deposes and says that he
resides at Westfield, NY

and that he is the Secretary
(Give Title)
of T. R. Weniger, Inc.
(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.

[Signature]
Affiant

Subscribed and Sworn before me
this 10 day of Feb, 2021

[Signature] (Seal)
(Notary Public)
LAURIE A. WENIGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/21/2024

(Commission expiration date)

BID BOND

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

_____ as Principal, and _____ 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.

Signed this _____ day of _____, 20_____

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

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: _____ (L.S.)

Surety: _____

By: _____

See Attached

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

DATE

SIGNATURE

T. R. Weniger, Inc.

NAME OF ORGANIZATION

Timothy R. Weniger, Jr.

Secretary

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: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

2. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

3. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

4. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

5. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to

Rochelle Park

By

T. R. Weniger, Inc.

A Corporation

A Co-partnership

An Individual

Principal Office

1900 New Brunswick Ave. Piscataway, NJ 08854

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.

Plans & Specs

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

As per Plans & Specs

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

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
Totals							

See attached

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
See Attached					

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
N/A				

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 T. R. Weniger, Inc., and are available for and intended to be used on the Project, if T. R. Weniger, Inc. 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 Piscataway NJ this 10th day of Feb, 20 21.

T. R. Weniger, Inc.
Name of Organization

By [Signature]

Secretary
Title or Person Signing

STATE OF NJ
COUNTY OF Middlesex

Timothy R. Weniger, Jr., Being duly sworn, deposes and says that he is Secretary of the above T. R. Weniger, Inc.
Name of Organization

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

Sworn to before me this 10th day of Feb, 20 21

My Commission Expires _____

[Signature]
LAURIE A. WENIGER
Notary Public of New Jersey
Commission Expires 10/21/2024

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

Bid Name: Spent, Bros
Bid Due Date: 2/11/21
Bidder: T. R. Weniger, Inc.

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/Offoror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offoror 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): Timothy R. Weniger, Jr. Signature: [Signature]
Title: Secretary Date: 2/10/21



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

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

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. (Unipet)
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. Naffiran 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 T R Weniger, Inc. is successfully awarded this project, I, Timothy R. Weniger, Jr. (Name of Firm) (Authorized Representative) of the City of Westfield in the County of Union 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.

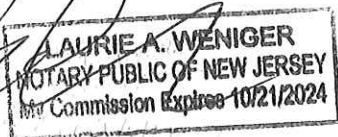
NAME OF SUBCONTRACTOR	SCOPE OF WORK
<u>None</u>	

(Use additional sheet of paper if more space required)


Signature of Bidder

Timothy R. Weniger, Jr. Secretary
Name and Title (Print or Type)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10 DAY
OF Feb 2021



BID BOND

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

T.R. Weniger, Inc. as Principal, and United States Surety 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.

Signed this 11th day of February, 20 21

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

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.

United States Surety Company
Surety: Bruce M. Allen
Bruce M. Allen, Attorney-in-Fact

Principal: T.R. Weniger, Inc. (L.S.)
By: [Signature]

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

United States Surety Company, surety on the attached bond, hereby certifies:

1. The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2019 which amounts have been certified as indicated by certified public accountants PriceWaterhouseCoopers, LLC:

<u>Surety Company</u>	<u>Capital Surplus</u>
United States Surety Company	\$56,376,617

3. With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows:

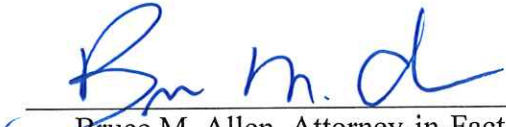
<u>Surety Company</u>	<u>Limitation</u>	<u>Date</u>
United States Surety Company	\$5,638,000	July 1, 2020

4. The amount of the bond to which this statement and certification is attached is 10% of total amount bid not to exceed \$20,000.00
5. If, by virtue of one or more contract of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) above, then for each such contract of reinsurance:
 - (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: 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

CERTIFICATION

I, Bruce M. Allen, as Attorney-in-Fact for United States Surety Company, a corporation domiciled in the State of Maryland, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledging that, if any of those statements are false, this bond is voidable.

Dated this 11th day of February, 2021.



Bruce M. Allen, Attorney-in-Fact

UNITED STATES SURETY COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
December 31, 2019

Admitted Assets

Investments:	
Fixed Maturities, at amortized cost	63,817,779
Cash and short term investments	<u>2,079,087</u>
<i>Total cash and invested assets:</i>	<u>65,896,867</u>
Investment income due and accrued	669,582
Premium receivable	1,417,241
Recoverable from reinsurers	247,717
Net deferred tax asset	513,901
Receivables from parent, subsidiaries and affiliates	2,387,558
State tax receivable	<u>52,868</u>
	<u>5,288,867</u>
<i>Total admitted assets</i>	<u>71,185,733</u>

Liabilities and Capital and Surplus

Liabilities:	
Unpaid loss and loss adjustment expense	5,642,864
Commission payable	98,203
Accrued expenses	798,803
Current federal income taxes	197,054
Unearned premiums	6,123,607
Advance premium	1,920
Ceded reinsurance balance payable	(85,794)
Amounts withheld or retained for others	371,756
Payable to parent, subsidiaries and affiliates	<u>1,660,703</u>
<i>Total liabilities</i>	<u>14,809,116</u>
Capital and Surplus:	
Capital Stock	2,100,000
Additional paid-in and contributed capital	22,485,372
Unassigned surplus	<u>31,791,245</u>
	<u>56,376,617</u>
<i>Total liabilities and capital and surplus</i>	<u>71,185,733</u>

(1) - In accordance with the statutory financial statements as filed on March 1, 2020

I, Kio Lo, Chief Financial Officer of United States Surety Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2019, prepared in conformity with accounting practices prescribed or permitted by the Maryland Insurance Administration. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at One Texas Station Court, Suite 230, Timonium, Maryland 21093.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Timonium, Maryland.



 Kio Lo
 Senior Vice President & CFO



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

BRUCE M ALLEN

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2012612, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ***** UNLIMITED ***** (***UNLIMITED***). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of June, 2018.

State of California
County of Los Angeles



By: UNITED STATES SURETY COMPANY

Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

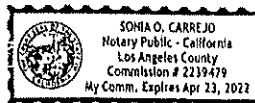
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of February, 2021.

Bond No. BB2012612

Agency No. 12274



Kio Lo
Kio Lo, Assistant Secretary

HCCSZZPOAUSSC06/2018

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: T.R. Weniger, Inc.
(Contractor)

RESTORATION OF SPROUT BROOK
(Project Description)

This is to certify that the United States Surety 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.

T.R. Weniger, Inc.

(CONTRACTOR)
United States Surety Company
Bruce M. Allen, Attorney-in-Fact
(Authorized Agent of Surety Company)

Date: February 11th, 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.**