

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR

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

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each item Submitted with Bid
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	AD
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	AD
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	AD
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	AD
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	AD
X	Public Works Contractor's Registration Act Certificate as required by N.J.S.A. 34:11-56.48	AD
X	Disclosure of Investment Activities in Iran pursuant to Public Law 2012 c.25	AD

B. INCLUDED WITH THIS BID SHALL BE THE FOLLOWING DOCUMENTS

West Windsor Requires w. Submission of Bid		Bidder: Initial each Item Submitted w/ Bid
X	Bid Document Submission Checklist	AD
X	Completed and signed Bid Forms and Items	AD
X	Acknowledgement of receipt of changes to Bid document Form (if required)	AD
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	AD
X	Contractors Qualification Questionnaire	AD
X	Non-Collusion Affidavit (must be notarized)	AD
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	AD
X	Hold Harmless Agreement	AD
X	Prevailing Wage Affidavit	AD
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:23-44	AD
X	Americans with Disabilities Act of 1990	AD

C. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: DeFino Contracting Company
 By Authorized Representative: Hector DeFino, President
 Signature: [Handwritten Signature]
 Print Name and Title: Hector DeFino, President
 Date Signed: 9/9/2020

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: WEST WINDSOR TOWNSHIP
N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

This Bid will not be accepted after ~~xxxxx~~, ~~xxxxxxxx~~ xx, 2020, 11:00 am, prevailing time on, at which time all Bids will be publicly opened and read.

DeFino Contracting Company

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

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The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

PROPOSAL FORM - BASE BID

ITEM NO. QUANTITY DESCRIPTION UNIT PRICE TOTAL AMOUNT

1. 200 LF Silt Fence
(Section 158)

PRICE PER LINEAR FEET:

Zero DOLLARS

One CENTS \$ 0.01 \$ 2-

2. 350 SF Inlet Filter, Type 1
(Section 158)

PRICE PER SQUARE FEET:

Four DOLLARS

Zero CENTS \$ 4- \$ 1,400-

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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3.	1	Clearing Site (Section 201)		
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LUMP SUM PRICE:

Seventeen Thousand Three Hundred
Thirty-three DOLLARS

Seventy-nine CENTS \$ 17,333.79 \$ 17,333.79

4.	30	Drum (Section 01604)		
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PRICE PER UNIT:

Zero DOLLARS

One CENTS \$ 0.01 \$ 0.30

5.	20	Traffic Cone (Section 01604)		
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PRICE PER UNIT:

Zero DOLLARS

One CENTS \$ 0.01 \$ 0.20

6.	1	Police Traffic Director (Section 01604, Special Condition 1)		
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ALLOWANCE:

\$25,000 DOLLARS

ZERO CENTS \$25,000.00 \$25,000.00

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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7.	5,000	Asphalt Price Adjustment (Section 400)		
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DOLLAR AMOUNT:

One _____ DOLLARS

Zero _____ CENTS \$1.00 _____ \$5,000 _____

8.	5,000	Fuel Price Adjustment (Section 400)		
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DOLLAR AMOUNT:

One _____ DOLLARS

Zero _____ CENTS \$1.00 _____ \$5,000 _____

9.	145 SY	Removal of Pavement (Section 400)		
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PRICE PER SQUARE YARD:

Fifteen _____ DOLLARS

Zero _____ CENTS \$ 15- \$ 2,175-

10.	100 TON	I-13, Soil Aggregate, Sub-Base (If & Where Directed) (Section 203)		
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PRICE PER TON:

Zero _____ DOLLARS

One _____ CENTS \$ 0.01 \$ 1-

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11.	145 SY	Dense Graded Aggregate Base Course, 6" Thick (Section 302)		
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PRICE PER SQUARE YARD:

<u>Nine</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>9-</u>	\$ <u>1,305-</u>

12.	20,430 SY	Milling, 2" Depth (Section 400)		
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PRICE PER SQUARE YARD:

<u>Two</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>2-</u>	\$ <u>40,860-</u>

13.	145 SY	Hot Mix Asphalt 19M64, Base Course. 6" Thick (Section 400)		
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PRICE PER SQUARE YARD:

<u>Twenty-five</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>25-</u>	\$ <u>3,625-</u>

14.	250 TONS	Hot Mix Asphalt 9.5M64, Leveling Course (If & Where Directed) (Section 400)		
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PRICE PER TON:

<u>Zero</u>	DOLLARS		
<u>One</u>	CENTS	\$ <u>0.01</u>	\$ <u>2.50</u>

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15.	2,830 TONS	Hot Mix Asphalt 9.5M64, Surface Course, 2" Thick (Section 400)		
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PRICE PER TON:

<u>Seventy-three</u>	DOLLARS			
<u>Zero</u>	CENTS	\$ <u>73-</u>		\$ <u>206,590-</u>

16.	41 UNITS	Reconstruct Inlet Using Existing Casting (Section 909)		
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PRICE PER UNIT:

<u>Zero</u>	DOLLARS			
<u>One</u>	CENTS	\$ <u>0.01</u>		\$ <u>0.41</u>

17.	41 UNITS	Curb Piece (Section 909)		
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PRICE PER UNIT:

<u>Four Hundred</u>	DOLLARS			
<u>Zero</u>	CENTS	\$ <u>400-</u>		\$ <u>16,400-</u>

18.	41 UNITS	Bicycle Safe Grate (Section 909)		
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PRICE PER UNIT:

<u>Three Hundred</u>	DOLLARS			
<u>Zero</u>	CENTS	\$ <u>300-</u>		\$ <u>12,300-</u>

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19.	7,833 SF	Concrete Sidewalk, 4" Thick (Section 606)		
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PRICE PER SQUARE FOOT:

<u>Nine</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>9-</u>	\$ <u>70,497-</u>

20.	6,550 LF	Sealing of Cracks in Hot Asphalt Surface Course (Section 400)		
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PRICE PER SQUARE FOOT:

<u>Two</u>	DOLLARS		
<u>Forty-five</u>	CENTS	\$ <u>2.45</u>	\$ <u>16,047.50</u>

21.	32 UNITS	Detectable Warning Surface (Section 607)		
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PRICE PER UNIT:

<u>One Hundred Thirty</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>130-</u>	\$ <u>4,160-</u>

22.	200 LF	Belgian Block Curb (Section 607)		
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PRICE PER LINEAR FOOT:

<u>Forty</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>40-</u>	\$ <u>8,000-</u>

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23.	300 LF	Concrete Curb (Section 607)		
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PRICE PER LINEAR FOOT:

Thirty-five DOLLARS
Zero CENTS \$ 35- \$ 10,500-

24.	545 LF	Traffic Stripes, Thermoplastic, Yellow, 4" Wide (Section 610)		
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PRICE PER LINEAR FOOT:

Zero DOLLARS
Sixty-eight CENTS \$ 0.68 \$ 370.60

25.	9,210 LF	Traffic Stripes, Thermoplastic, White, 4" Wide (Section 610)		
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PRICE PER CUBIC YARD:

Zero DOLLARS
Sixty-seven CENTS \$ 0.67 \$ 6,170.70

26.	130 LF	Traffic Stripes, Thermoplastic, White, 12" Wide (Section 610)		
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PRICE PER UNIT:

Two DOLLARS
Zero CENTS \$ 2- \$ 260-

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<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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27.	180 LF	Traffic Stripes, Thermoplastic, White, 24" Wide (Section 610)		
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PRICE PER UNIT:

<u>Four</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>4-</u>	\$ <u>720-</u>

28.	25 UNIT	Traffic Markings, Thermoplastic, White (Section 610)		
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PRICE PER UNIT:

<u>Two Hundred Fifty</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>250-</u>	\$ <u>6,250-</u>

29.	10 UNITS	Reset Valve Box (If & Where Directed) (Section 909)		
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PRICE PER UNIT:

<u>Twenty</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>20-</u>	\$ <u>200-</u>

30.	4 UNITS	Reset Manhole, Sanitary Sewer (If & Where Directed) (Section 909)		
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PRICE PER UNIT:

<u>Four Hundred</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>400-</u>	\$ <u>1,600-</u>

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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31.	7 UNITS	Tree Removal, Over 24" Diameter (If & Where Directed) (Section 802)		
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PRICE PER UNIT:

Two Thousand Five Hundred DOLLARS

<u>Zero</u>	CENTS	\$ <u>2,500-</u>	\$ <u>17,500-</u>
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32.	169 UNITS	Trimming Existing Tree (If & Where Directed) (Section 802)		
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PRICE PER UNIT:

Ninety DOLLARS

<u>Zero</u>	CENTS	\$ <u>90-</u>	\$ <u>15,210-</u>
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33.	4 UNITS	Root Grinding & Removal (If & Where Directed) (Section 400)		
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PRICE PER UNIT:

Three Hundred Fifty DOLLARS

<u>Zero</u>	CENTS	\$ <u>350-</u>	\$ <u>1,400-</u>
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34.	3,040 SY	Seal Coating of Roadway (Section 804)		
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PRICE PER SQUARE YARD:

Two DOLLARS

<u>Fifty</u>	CENTS	\$ <u>2.50</u>	\$ <u>7,600-</u>
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N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

ITEM NO. QUANTITY DESCRIPTION UNIT PRICE TOTAL AMOUNT

35. 445 LF Joint Seal with Rubberized Asphalt
(Section 400)

PRICE PER LINEAR FOOT:

One DOLLARS

Zero CENTS \$ 1- \$ 445-

36. 1,745 SY Top Soiling, 2" Thick (If & Where Directed)
(Section 804)

PRICE PER SQUARE YARD:

Three DOLLARS

Seventy CENTS \$ 3.70 \$ 6,456.50

37. 1,745 SY Fertilizing, Seed & Mulch (If & Where Directed)
(Section 917)

PRICE PER SQUARE YARD:

One DOLLARS

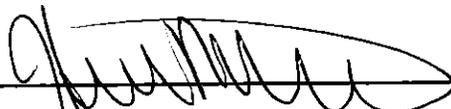
Fifty CENTS \$ 1.50 \$ 2,617.50

TOTAL AMOUNT OF BASE BID (ITEMS 1 TO 37):

Five Hundred Thirteen Thousand DOLLARS

Zero CENTS \$ 513,000-

The bidder hereby certifies that the bidder or an authorized representative of the bidder has visited the site in accordance with Paragraph 9 of the Instruction to Bidders.



Hector DeFino, President

(Signature)

PART 1

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

PROPOSAL FORM – ADD ALTERNATE 1

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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AA1-1	3,040 SY	2" Thick Bituminous Pavement Milling (Section 400)		
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PRICE PER SQUARE YARD:

<u>Two</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>2-</u>	\$ <u>6,080-</u>

AA1-2	410 TONS	Hot Mix Asphalt 9.5M64, Surface Course, 2" Thick (Section 400)		
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PRICE PER TON:

<u>Seventy-three</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>73-</u>	\$ <u>29,930-</u>

AA1-3	6,550 LF	Removal of Sealing of Cracks in Hot Asphalt Surface Course (Section 606)		
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PRICE PER GALLON:

<u>Two</u>	DOLLARS		
<u>Forty-five</u>	CENTS	\$ <u>(2.45)</u>	\$ <u>(16,047.50)</u>

AA1-4	3040 SY	Removal of Sealing of Roadway (Section 400)		
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PRICE PER LINEAR FOOT:

<u>Two</u>	DOLLARS		
<u>Fifty</u>	CENTS	\$ <u>(2.50)</u>	\$ <u>(7,600-)</u>

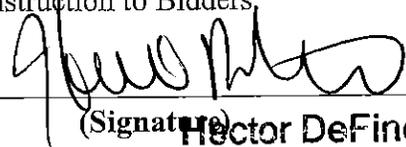
N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

TOTAL AMOUNT BID ADD ALTERNATE (ITEMS AA1-1 – AA1-4):

Twelve Thousand Three Hundred Sixty-two DOLLARS

Fifty CENTS \$ 12,362.50

The bidder hereby certifies that the bidder or an authorized representative of the bidder has visited the site in accordance with Paragraph 9 of the Instruction to Bidders.



PART 2

(Signature) **Hector DeFino, President**

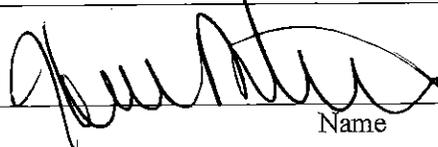
Bid Summary	
ITEM DESCRIPTION	TOTAL COST
Base Bid	\$ 513,000-
Add Alternate 1	\$ 12,362.50
TOTAL	

TOTAL BASE BID PLUS ADD ALTERNATE 1 PRICE IN WORDS:

Five Hundred Twenty-five Thousand
Three Hundred Sixty-two Dollars
and Fifty Cents

If a Corporation,

Name of Contractor DeFino Contracting Company

Signature of Bidder  Name Title

Hector DeFino, President

Business Address 28 Industrial Drive
Cliffwood Beach, N.J. 07735

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

Incorporated under the Laws of the State of New Jersey

President Hector Defino President / Treasurer
(Name) (Title)

Secretary Marie Mazzarella, VP Secretary
(Name) (Title)

Treasurer Hector Defino, President / Treasurer
(Name) (Title)

Dated: September 9, 2020
(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company _____

Signature of Bidder N/A
(Name) (Title)

Names and Addresses of Members of Company

N/A

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

WEST WINDSOR TOWNSHIP

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

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.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
1	Correction & Replacement of page 50. Corrected title of project half way down page.	Pick-up	9/2/20	NO

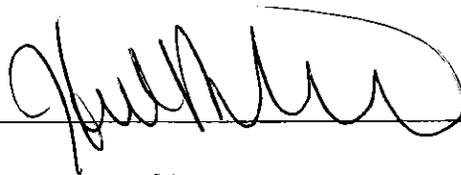
Acknowledged by Bidder

DeFino Contracting Company

Name of Bidder: _____

By Authorized Representative:

Signature: _____



Print Name and Title: **Hector DeFino, President**

Date: 9/9/2020

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM**

WEST WINDSOR TOWNSHIP

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

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.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by Bidder

Name of Bidder: _____

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

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 West Windsor, as Owner, in the Penal Sum of

_____ (\$ _____) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, _____ day of _____, 20__.

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

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

NOW THEREFORE,

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

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

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

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

BY: _____
Witness

Principal

Surety

BY: _____
Witness

Attorney-in-Fact

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

SUBCONTRACTOR DECLARATION

[Required by P.L. 1997, c.408 (N.J.S.A. 40A:11-16)]

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

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

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

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

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

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

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

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

LIST OF SUBCONTRACTORS

[Required by P.L. 1997, c.408 (N.J.S.A. 40A:11-16)]

TITLE OF BID: Improvements to Bennington Dr.

NAME OF BIDDER: DeFino Contracting Company

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
Traffic Lines Inc.	5100 Asbury Rd. Farmingdale, NJ 07727	732-919-3100	Traffic Striping	Traffic Striping
Roth Brothers Const. Inc.	65 Groveville Rd. Yardville, NJ 08620	609-324-9903	Tack Coat / Seal Coat	Tack Coat / Seal Coat
Clean Earth Matters LLC	208 Brunswick Ave. Trenton, NJ 08618	732-803-9559	Tree Removal / Trimming & Root Grinding / Removal	Tree Removal / Trimming & Root Grinding / Removal

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address NONE

License Number _____

Electrical Work:

Name _____ Phone # _____

Address NONE

License Number _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address NONE

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name _____ Phone # _____

Address _____

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT
DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY**

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, Hector DeFino of the Municipality of Pallin in the County of Middlesex and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

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

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

DeFino Contracting Company

Name of Contractor (Type or Print)

Signature/Title

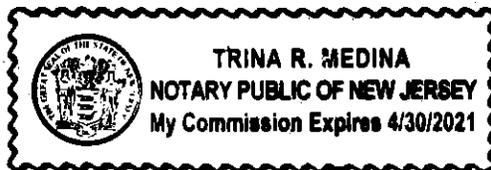
Hector DeFino, President

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

9th Day of September, 2020

Trina R. Medina
Notary Public
My Commission Expires _____



CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: June 1977

Name and address of Officers:

President: Hector Defino 10 Columbia Pl. Pallin, NJ 08859

Vice President: Marie Mazzarella 8 Peachtree Ln. Manalapan, NJ 07726

Secretary: Marie Mazzarella 8 Peachtree Ln. Manalapan, NJ 07726

Treasurer: Hector Defino 10 Columbia Pl. Pallin, NJ 08859

CONTRACTOR'S EXPERIENCE

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

43 yrs.

2. How many years' experience in this type of construction work has your organization had? 43 yrs.

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

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	<u>Please see attached</u>		
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____
C.	<u>Please see attached</u>	
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

If so, where and why? N/A

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

If so, where and why? N/A

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

If so, where and why? N/A

6. Give list of uncompleted contracts presently held by you:

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

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

2015 - \$20.5 million

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

Please see attached

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____ Insurance Company,
Name

_____ Address

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

is awarded to (Bidder) _____

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

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

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey SS:

COUNTY OF Middlesex:

I, Hector DeFino of the (City, Town, Township, Borough, etc.)
of Parlin in the County of Middlesex and the
State of New Jersey, of full age, being duly sworn according to
law on my oath depose and say that:

I am President
of the firm of DeFino Contracting Company

the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Twp. of West Windsor upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

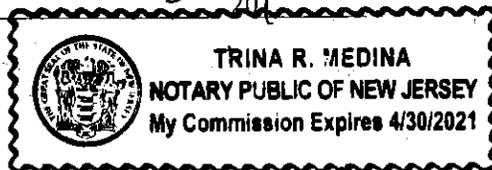
DeFino Contracting Company

(Name of Bidder)
[Signature] (N.J.S.A. 52:34-15)
(Also type or print name of affiant under signature)
Hector DeFino, President

Subscribed and sworn to before me this

9th day of September, 2020

Notary Public of Trina R. Medina
My commission expires 20



STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: **DeFino Contracting Company**

Organization Address: **28 Industrial Drive
Cliffwood Beach, N.J. 07735**

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

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

Part II

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

OR

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

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Hector DeFino	10 Columbia Pl. Parlin, NJ 08859
Marie Mazzarella	8 Peachtree Ln. Manalapan, NJ 07726
Lella DeFino	136 mills Rd. Monroe, NJ 08831

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

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

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

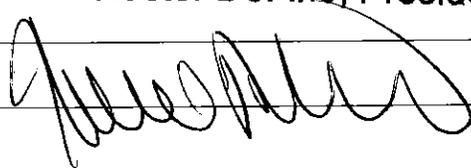
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The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

Stockholder/Partner/Member	Home Address (for Individuals) or Business Address
----------------------------	--

<p>and Corresponding Entity Listed in Part II</p>	
	N/A

Part IV Certification

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

<p>Full Name (Print):</p>	<p>Hector DeFino, President</p>	<p>Title:</p>	
<p>Signature:</p>		<p>Date:</p>	<p>9/9/2020</p>

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

EXHIBIT B (Cont.)

subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

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

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

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

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

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

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

(C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

EXHIBIT B (Cont.)

women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

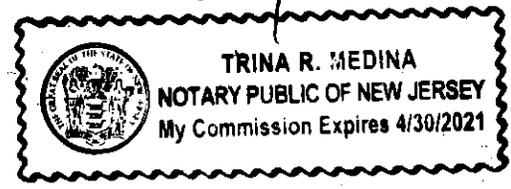
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the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

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

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

Signed by [Signature]
Successful Bidder / Contractor
Hector DeFino, President

9/9/2020
Signed, sealed and delivered
in the presence of
[Signature]
(Notarized)



PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

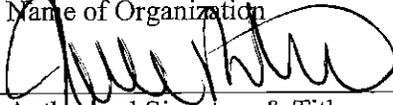
N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

This PREVAILING WAGE AFFIDAVIT is signed this 9th day of

September, 20 20

as a binding act in deed of DeFino Contracting Company

Name of Organization



Authorized Signature & Title

Hector DeFino, President

Print Authorized Signature Name & Title

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

P.L. 2004, Ch. 57 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULLFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	<u>DeFino Contracting Company</u>	_____	<u>0100713</u>
(Subcontractor)	<u>Traffic Lines Inc.</u>	_____	<u>0103981</u>
(Subcontractor)	<u>Roth Brothers Const.</u>	_____	<u>0684999</u>
(Subcontractor)	<u>Clean Earth Matters LLC</u>	_____	<u>1672187</u>
(Subcontractor)	_____	_____	_____

Subscribed and sworn

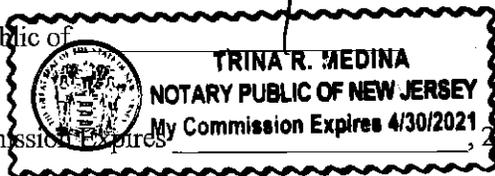
Before me this 9th day

Of September 20 20

Trina R. Medina

[Signature]
Signature

Notary Public of



My Commission Expires _____

Hector DeFino, President

Name and Title
(type or print)

**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

PUBLIC WORK CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

Copies of the Public Work Contractor Registration shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	DeFino Contracting Company		56928
(Subcontractor)	Traffic Lines Inc.		604990
(Subcontractor)	Roth Brothers Const. Inc.		610840
(Subcontractor)	Clean Earth Matters LLC		706925
(Subcontractor)			

Subscribed and sworn

Before me this 9th day

Of September 20 20

[Handwritten Signature]

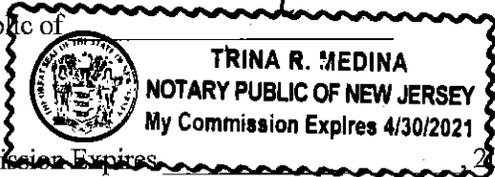
[Handwritten Signature]

Signature

Hector DeFino, President

Name and Title (type or print)

Notary Public of



My Commission Expires

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Improvements to Bennington Dr. Bidder/Offeror: DeFino Contracting Company

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

[X] is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

[X] is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJ Division of Purchase and Property under penalty of perjury.

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

You must provide, 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.

NAME: Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement N/A Anticipated Cessation Date:

Bidder/Offeror Contact Name Contact Phone Number

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

Full Name (Print) Hector DeFino, President Signature: [Handwritten Signature]

Title Date: 9/9/2020

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive



State of New Jersey

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>

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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

List Date: July 30, 2019

**Americans with Disabilities Act
Mandatory Language**

Equal Opportunity for Individuals with Disabilities

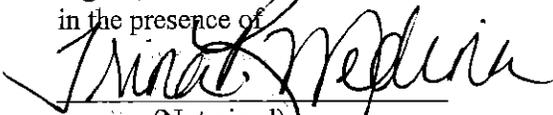
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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.

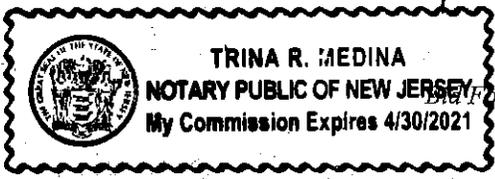
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees,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

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by 
Successful Bidder / Contractor
Hector DeFino, President

9/9/2020
Signed, sealed and delivered
in the presence of

(Notarized)



N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Joseph DeFino Trucking Company, Inc. t/a DeFino Contracting Company _____ as Principal, and Arch Insurance Company _____ as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of Ten Percent of the Amount Bid not to exceed Twenty Thousand and NO/100 Dollars (\$ 10% NTE \$20,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 9th day of September, 2020.

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

N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive.

NOW THEREFORE,

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

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

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

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

Joseph DeFino Trucking Company, Inc. t/a DeFino Contracting Company

BY: Marie Mazzarella
Witness Marie Mazzarella
VP/Sec.

BY: Hector Defino
Principal
Hector Defino, President

Arch Insurance Company
Surety

BY: Diane M. DiMartino
Witness

BY: Gary B. Kohan
Attorney-in-Fact
Gary B. Kohan, Attorney-in-Fact

Diane M. DiMartino

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ 1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

Arch Insurance Company Insurance Company,

Name

239 Taunton Blvd., Suite B, Medford NJ 08055

Address

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

for (Project) NJDOT FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive

is awarded to (Bidder) Joseph DeFino Trucking Company, Inc. t/a DeFino Contracting Company

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

Signed, sealed and dated this 9th day of September, 20 20.

Arch Insurance Company

INSURANCE COMPANY

(Name)

By [Signature]

(Name)

Attorney in Fact

Gary B. Kohan, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Diane M. DiMartino, Gary B. Kohan and Kathleen M. Rowe of Medford, NJ (EACH)

its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2019

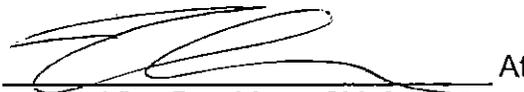
Assets

Cash in Banks	\$ 66,834,581
Bonds owned	\$ 2,773,669,218
Stocks	\$ 632,027,703
Premiums in course of collection	\$ 481,916,166
Accrued interest and other assets	<u>\$ 567,156,420</u>
 Total Assets	 <u>\$ 4,521,604,088</u>

Liabilities

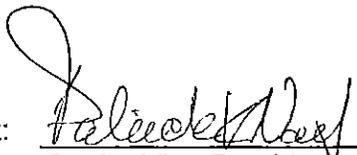
Reserve for losses and adjustment expenses	\$ 1,890,227,649
Reserve for unearned premiums	\$ 812,210,429
Ceded reinsurance premiums payable	\$ 296,890,508
Amounts withheld or retained by company for account of others	\$ 158,378,578
Reserve for taxes, expenses and other liabilities	<u>\$ 408,441,322</u>
 Total Liabilities	 3,566,148,486
 Surplus as regards policyholders	 <u>955,455,602</u>
 Total Surplus and Liabilities	 <u>\$ 4,521,604,088</u>

By:



Senior Vice President, Chief
Financial Officer and Treasurer

Attest:

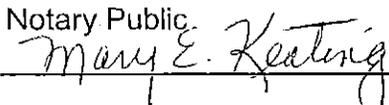


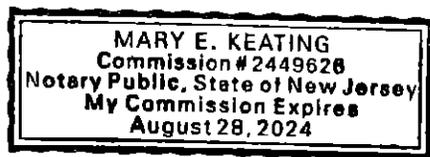
Senior Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2019.

Subscribed and sworn to before me, this 27th day of February, 2020

Notary Public




SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

Arch Insurance Company surety on the attached bond, hereby certifies(y) the following:

- 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 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 **Pricewaterhouse Coopers, New York, NY** and are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital and Surplus</u>
Arch Insurance Company	\$ 955,455,602

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2020 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
Arch Insurance Company	\$95,546,000

- 4) The amount of the bond to which the statement and certification is attached is \$ The Amount Bid
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:
 - a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

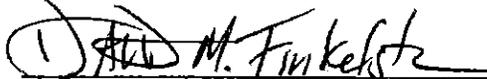
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

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

CERTIFICATE

I, David M. Finkelstein, as Executive Vice President for Arch Insurance Company, a corporation domiciled in Missouri, 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.



David M. Finkelstein, Executive Vice President

Date: September 9, 2020

Certificate Number
56928

Registration Date: 06/13/2020
Expiration Date: 06/12/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Hector Defino, President

Joseph Defino
2020
Defino Contra

Responsible Representative(s):
Marie Mazzarella, Vice-President

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

JOSEPH DEFINO TRUCKING COMPANY, INCORPOR

TRADE NAME:

DEFINO CONTRACTING COMPANY

ADDRESS:

28 INDUSTRIAL DR
CLIFFWOOD BEACH NJ 07735

SEQUENCE NUMBER:

0100713

EFFECTIVE DATE:

06/08/77

ISSUANCE DATE:

02/15/06

John S. Tully
Director

FORM-BRC(08-01)

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



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
 (609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement January 3, 2020

Activity for Calendar Year 2019

Check if Amendment

Part 2: Business Entity Information

Business Name Joseph DeFino Trucking Co., Inc. dba DeFino Contracting Company Inc.

Business Type Other Business Organization

Address 1 28 Industrial Drive

Address 2 _____

City Cliffwood Beach State New Jersey Zip _____

*(Area Code) Telephone Number (732)566-4255

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Marie Last Name Mazzarella

Title/Position Vice President Date January 3, 2020

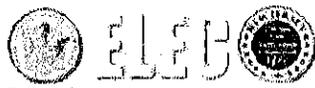
*(Area Code) Telephone Number 732 566-4255

Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy - Lt. Governor Sheila Oliver

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form BE CALENDAT YEAR 2019a.pdf

Confirmation number : 20193032100

Business Entity Name : Joseph DeFino Trucking Co., Inc, dba DeFino Contracting Company

Filing Year : 2019

The information was received on : 03/20/2020

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

Print this page for your records.

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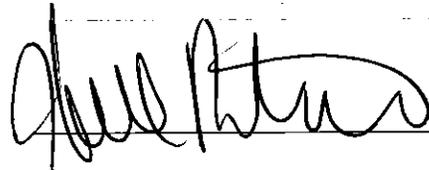
[FAQs](#)

DeFino Contracting Company

28 Industrial Dr.
Cliffwood Beach, NJ 07735

Phone (732) 566-4255
Fax (732) 290-7828

I, Hector DeFino, President of DeFino Contracting Company, hereby certify that the equipment listed on the attached sheet is owned by DeFino Contracting Company, and is available for use if awarded the above-referenced project.

A handwritten signature in black ink, appearing to read 'Hector DeFino', is written over a horizontal line.

Hector DeFino, President

	MULTIQUIP LIGHT TOWER #2138	905208	GOOD
	MAGNUM LIGHT TOWER #2139	1500464	GOOD
	MULTIQUIP LIGHT TOWER #2140	903421	GOOD
2008	2008 GENIE LIGHT TOWER	250	GOOD
	GENIE RL4 LIGHT TOWER KUBOTA DIESEL ENGIN 13.6 H.P. BLUE	6519.BOS	NEW
2011	TEREX AL4000 LIGHT TOWER	752	GOOD
2011	TEREX AL4000 LIGHT TOWER	1111121	GOOD
APR-2005	INGERSOLL RAND 175 AIR COMPRESSOR	SN122488U81953	GOOD
	VIBRATORY HAMMER 25ZR		GOOD
2007	SCORPION 1000-TL3-12C (CRASH CUSHION)		GOOD
	LINCOLN COMMANDER 400 M1422	SNL00960410084	GOOD
	██████████		GOOD
	WIGGINS WD204Y PNEUMATIC TIRE FORKLIFT #2164	WLC801182	GOOD
	CLARK FORKLIFT #2163		GOOD
	CORE DRILL MACHINE		GOOD
10/07/2013	BATTERY CHARGER 300 AMP NIN-70300A	NIN-70300A	GOOD
	SULLAIR 185DPQ COMPRESSOR #2134	200803170208	GOOD
**	ATTACHMENTS INCLUDED BUT NOT LIMITED TO ARE BROOM & SIDE DUMP		GOOD
	PORTABLE HYDRAULIC POWER SUPPLY	SC440231095BJI	GOOD
	PORTABLE HYDRAULIC POWER SUPPLY		GOOD
	NIEHOFF & COMPANY 28 V GENERATOR (TOTAL OF 6)		GOOD
	MI T M 175,000,000 BTU HEATER	J11H08033	GOOD
	CUTT OFF SAW	2401801 (holt purchase 10	GOOD
34226	GAS POWERED PLATE COMPACTOR		GOOD
	WEBER JUMPING JACK SRV590	6105125	NEW
	2018 HONDA MBW 2018 PLATE COMPACTOR	2180249	
	2018 HONDA MBW 2018 PLATE COMPACTOR	2180248	
	2014 MILLERELEC BIG BLUE WELDER	ME050076E	

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DISCLOSURE OF OWNERSHIP

Hector DeFino, President/Treasurer	10 Columbia Pl. Parlin, NJ 08859	35.08%
Marie Mazzearella, VP/Secretary	8 Peachtree Ln. Manalapan, NJ 07726	35.08%
Lella DeFino, Stockholder	136 Mills Rd. Monroe, NJ 08831	26%
Rebecca DeFino, Stockholder	82 Crescent Way Monroe, NJ 08831	3.84%

DeFino Contracting Company

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Cliffwood Beach, NJ 07735

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RESOLVED that Hector DeFino be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non collusion as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by DeFino Contracting Company at a meeting of its Board of Directors held on the 9th day of September, 2020
SEAL OF CORPORATION


Marie Mazzarella, VP/Secretary

DeFino Contracting Company is a corporation organized under the laws of the State of New Jersey, incorporated in June 1977.

NAME OF PROJECT AND LOCATION	PROJECT DESCRIPTION	CONTRACT PRICE	DATE OF COMPLETION	RESPONSIBLE ENGINEER (FIRM NAME, ADDRESS, TEL. NO)
RT. 18, RT. 27 TO BUCKINGHAM DR. DP 19112 NJDOT	MILLING/PAVING	\$4,339,457.12	AUGUST 2020	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 ANTHONY SRITAL 908-415-7236
RT. 35, CR 4(HOLMDEL RD./MAIN ST.) DP 19121 NJDOT	MILLING/PAVING	\$ 3,551,826.27	JUNE 2020	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 JP SINGH 732-331-5336
RT. 1, RT. 3 TO 46TH ST. DP 18113 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$3,968,929.99	AUGUST 2019	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 SAMER SHAHWAN 201-206-8648
PAVING RENOVATIONS MATAWAN-ABERDEEN MIDDLE SCHOOL	MILLING, PAVING CONCRETE	\$292,600.00	SEPT 2018	FRAYTAK VEISZ HOPKINS DUTHIE PC 1515 LOWER FERRY RD. TRENTON, NJ 08618 WILLIAM D. HOPKINS III 609-883-7101
WEST BAY VIEW DR. PAVEMENT IMPROVEMENTS TOMS RIVER	MILLING/PAVING	\$693,031.79	MAY 2018	TOMS RIVER MUA 340 WEST WATER ST. TOMS RIVER, NJ 08753 BERNIE RUTKOWSKI 732-240-3500
RT. 130 DP 17109 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$3,595,251.89	MAY 2018	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 JITESH PATEL 908-670-5902
RT. 70 DP 15440 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$5,351,502.81	DEC 2017	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 DAVID DIVALERIO 609-414-6418
2016 CENTERLINE RUMBLE STRIP COUNTY OF PASSAIC	FOG SEAL RUMBLE STRIPS	\$617,729.34	NOV 2017	COUNTY OF PASSAIC 401 GRAND ST. PATERSON, NJ 07505 ALEX BUSHONG 201-681-5594
2015 ROAD PROGRAM BOROUGH OF METUCHEN	MILLING, PAVING, CURBS, UTILITIES	\$736,364.81	DEC 2016	MASER CONSULTING ONE RIVER CENTER BLDG. 2 RED BANK, NJ 07701 THOMAS HERITS 732-383-1950
MISC PAVEMENT RESTORATION VARIOUS LOCATIONS TWP OF HAMILTON	MILLING, PAVING	\$129,589.55	OCT 2016	TWP OF HAMILTON 2090 GREENWOOD AVE. HAMILTON, NJ 08650 JOE AVENZATO 609-890-3546
RT. 80 WB DP 15119 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$8,357,239.96	OCT 2016	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 ANDREW NAGY 610-730-1549
BAY AVE. & SHORE DR. STREETSCAPE BOROUGH OF HIGHLANDS	STREETSCAPE IMPROVEMENTS CONCRETE, LAND- SCAPING	\$1,263,261.02	OCT 2016	T&M ASSOCIATES 11 TINDALL RD. MIDDLETOWN, NJ 07748 JOE PALERMO 732-671-6400
SAFETY IMPROVEMENTS TO CR 539 COUNTY OF OCEAN	MILLING, PAVING, STRIPING, RUMBLE STRIPS, SEALING	\$3,404,654.60	SEPT 2016	COUNTY OF OCEAN 129 HOOPER AVE. TOMS RIVER, NJ 08754 MIKE TESTA (732) 929-2130
CENTERLINE RUMBLE STRIP INSTALLATION - CENTRAL DP 15143 NJDOT	MILLING, PAVING, STRIPING, RUMBLE STRIPS, SEALING	\$1,478,335.58	SEPT 2016	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 KIERAN DOGHERTY 609-661-9222

NAME OF PROJECT AND LOCATION	PROJECT DESCRIPTION	CONTRACT PRICE	DATE OF COMPLETION	RESPONSIBLE ENGINEER (FIRM NAME, ADDRESS, TEL. NO)
CENTERLINE RUMBLE STRIP INSTALLATION - SOUTH DP 15144 NJDOT	MILLING, PAVING, STRIPING, RUMBLE STRIPS, SEALING	\$3,483,271.15	SEPT 2016	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 JANE LYONS 609-515-0131
MILLING & PAVING TWP. OF MONROE	MILLING & PAVING	\$259,930.00	AUGUST 2016	CENTER STATE ENGINEERING 481 SPOTSWOOD ENGLISHTOWN RD. MONROE, NJ 08831 ED KOCHAN 732-605-9440
CENTERLINE RUMBLE STRIP INSTALLATION - NORTH DP 15132 NJDOT	MILLING, PAVING, STRIPING, RUMBLE STRIPS, SEALING	\$2,775,444.12	JULY 2016	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 ARUNKUMAR PATEL 908-839-9518
GARDEN STATE PARKWAY GSP SNO-2-11	SNOW PLOWING 2011-2016	\$1,519,717.03	APRIL 2016	NJ TURNPIKE AUTHORITY 581 MAIN ST. WOODBIDGE, NJ 07095
RT. 31 PENNINGTON CIRCLE INSTALLATION DP 15109 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$1,250,000.00	DEC 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 PRAKASH PATEL 908-670-2006
P200.384 PLACEMENT OF PERVIOUS PAVEMENT IN GRASSED MEDIAN AREAS ON GSP	PAVING	\$923,000.00	DEC 2015	NJ TURNPIKE AUTHORITY 581 MAIN ST. WOODBIDGE, NJ 07095 DAVID COLELLA 732-442-8600 X 2835
RT. 9 KENNEDY BLVD. TO MOROZ ST. DP 14136 NJDOT	MILLING/PAVING	\$2,916,151.55	DEC 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 JITESH PATEL - 732-363-9235
CENTERLINE RUMBLE STRIP INSTALLATION - NORTH DP 14141 NJDOT	MILLING, PAVING, STRIPING, RUMBLE STRIPS, SEALING	\$3,188,380.11	SEPT 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 AJ PATEL 908-839-9518
2015 PAVING IMPROVEMENTS AT VARIOUS SCHOOLS MARLBORO TWP BOE	MILLING, PAVING, CURBS	\$606,488.50	SEPT 2015	CENTER STATE ENGINEERING 481 SPOTSWOOD ENGLISHTOWNRD. MONROE, NJ 08831 JEFFREY RAUCH 732-605-9440
RT. 27 N. OF EVERGREEN RD. TO VICINITY OF ELIZABETH RIVER NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$11,831,014.00	AUGUST 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 MANHAR PATEL 732-757-2008
TWP. OF BRICK ROADWAY IMPROVEMENTS LAKEWOOD GARDENS	MILLING, PAVING, CURBS, UTILITIES	\$579,507.43	JUNE 2015	CME ASSOCIATES 1460 RT. 9 SOUTH HOWELL, NJ 07731 BENNETT MATLACK (732) 462-7400
RT. 18 NB, RT. 138 TO DEAL RD. DP 14134 NJDOT	MILLING/PAVING	\$2,999,753.72	JUNE 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 STEVE TRACY 908-514-1734
CENTERLINE RUMBLE STRIP INSTALLATION - CENTRAL DP 14135 NJDOT	MILLING, PAVING, STRIPING, RUMBLE STRIPS, SEALING	\$535,162.05	JUNE 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 PRAKASH PATEL 908-670-2006
RT. 72 WB SHOULDER REHAB NJDOT	MILLING, PAVING, CURBS, UTILITIES SWALE RECONSTRUCTION	\$4,350,000.00	APRIL 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 JEFF BASSANO 609-312-7011
MRRC C305 RT. 9 & 72 DP 13460 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$8,381,033.58	JAN 2015	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 VELLO VAINOJOE 732-299-6433
MAINT HMA REPAIR CONTRACT CENTRAL - RT. 440 NB DP 13426 NJDOT	MILLING, PAVING, CURBS, UTILITIES	\$5,510,925.00	OCT 2014	NJDOT 1035 PARKWAY AVE. TRENTON, NJ 08650 VIRAL PATEL 732-757-2009

DEFINING CONTRACTING CO., INC.

DEFINING CONTRACTING
SCHEDULE OF PROJECTS ON HAND

OWNER	NAME OF PROJECT AND LOCATION	PROJECT DESCRIPTION	CONTRACT PRICE	AMOUNT COMPLETED & BILLED	PERCENT COMPLETE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION	RESPONSIBLE ENGINEER (FIRM NAME, ADDRESS, TEL. NO)
NJ TURNPIKE AUTHORITY 581 MAIN ST WOODBRIIDGE, NJ 07095	RM-1414085 SNOW REMOVAL & SALTING SERVICES - PARKWAY & NJ TURNPIKE 2018-2021	SNOW REMOVAL & SALTING SERVICES	\$106,000.00	\$ 106,000.00	100%	\$ -	4/2021	NJ TURNPIKE AUTHORITY 581 MAIN ST. WOODBRIIDGE, NJ 07095
NJ TURNPIKE AUTHORITY 581 MAIN ST WOODBRIIDGE, NJ 07095	RM-156833 SNOW REMOVAL & SALTING SERVICES - PARKWAY & NJ TURNPIKE 2020-2023	SNOW REMOVAL & SALTING SERVICES	\$662,000.00	\$ -	0%	\$ -	4/2023 LOW BID PENDING AWARD	NJ TURNPIKE AUTHORITY 581 MAIN ST. WOODBRIIDGE, NJ 07095
NJ TURNPIKE AUTHORITY 1 TURNPIKE PLAZA WOODBRIIDGE, NJ 07095	T200 542 BERM SURFACING MP 48 TO 83	STONE REMOVAL & BERM SURFACING	\$6,422,000.00	\$ 6,143,070.15	96%	\$ 278,929.85	09/15/2020	DEWBERRY 200 BROADACRES DR, ST. 410 BLOOMFIELD, NJ 07003-3154 JOHN GROSS 908-618-9492
BOROUGH OF SOUTH TOAMS RIVER 19 DOUBLE TROUBLE RD S TOAMS RIVER, NJ	CHAMBERLAIN ST IMPROVEMENTS	MILLING, PAVING UTILITIES	\$203,000.00	\$ -	0%	\$ 203,000.00	10/31/2020	IMASER CONSULTING 331 NEWMAN SPRINGS RD. RED BANK, NJ 07701 ROBERT MULLIN 732-393-1650
						\$ 481,929.85		

Certificate Number
604990

Registration Date: 03/25/2020
Expiration Date: 03/24/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

2020

Responsible Representative(s):

Mark Sergeant, President

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

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TRAFFIC LINES, INC.
Trade Name:
Address: 5100 ASBURY RD
FARMINGDALE, NJ 07727
Certificate Number: 0103981
Effective Date: February 10, 1977
Date of Issuance: January 30, 2008

For Office Use Only:

20080130092259429

Certificate Number
610840

Registration Date: 04/10/2019
Expiration Date: 04/09/2021



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:

Roth Construction Inc.
2019

Responsible Representative(s):

Robert Roth, President

Responsible Representative(s):

David Roth, Vice-President

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
ROTH BROTHERS CONSTRUCTION INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-494-852/000

SEQUENCE NUMBER:
0684999

ADDRESS:
65 GROVEVILLE ROAD
YARDVILLE NJ 08620

ISSUANCE DATE:
04/21/03

EFFECTIVE DATE:
02/14/97

FORM-BRC(08-01)

John S. Tully
Acting Director

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

Certificate Number
706925

Registration Date: 08/05/2019
Expiration Date: 08/04/2021



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:

Clear
with
2019
Water
LLC

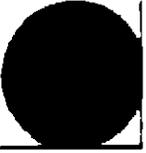
Responsible Representative(s):

Laurie Campanelli, CEO

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

NON TRANSFERABLE

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



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CLEAN EARTH MATTERS LIMITED LIABILITY COMPANY

Trade Name:

Address: 208 BRUNSWICK AVENUE
TRENTON, NJ 08618

Certificate Number: 1672187

Effective Date: October 24, 2011

Date of Issuance: August 09, 2018

For Office Use Only:

20180809094606337



WEST WINDSOR TOWNSHIP

DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF ENGINEERING

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY

NJDOT FY 2020 MUNICIPAL AID GRANT FOR ROADWAY
IMPROVEMENTS TO BENNINGTON DRIVE

BID NOTICE (Issued August 17, 2020)

CLARIFICATION No. 1
Issued August 27, 2020

Attached is a Clarification to the "NJDOT FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive" bid documents for West Windsor Township. This clarification is being issued in response to a request for information and/or for correction purposes. Clarification No. 1 contains three (3) pages including this cover page.

The following acknowledgement sheet, included herein, must be signed and executed, and then attached to all bid proposals submitted. **Failure to submit this form as part of the bid proposal may result in rejection of the bid proposal as it may be classified as incomplete.**