

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	
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	
X	Public Works Contractor's Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
X	Disclosure of Investment Activities in Iran pursuant to Public Law 2012 c.25	

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	
X	Completed and signed Bid Forms and Items	
X	Acknowledgement of receipt of changes to Bid document Form (if required)	
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
X	Contractors Qualification Questionnaire	
X	Non-Collusion Affidavit (must be notarized)	
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	
X	Hold Harmless Agreement	
X	Prevailing Wage Affidavit	
	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	
X	Americans with Disabilities Act of 1990	

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

Name of Bidder: Top Line Construction Corp.
 By Authorized Representative: Steve Castela, President
 Signature:
 Print Name and Title: Steve Castela, President
 Date Signed: 9/1/2020

BID FORM

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.

Top Line Construction Corp.

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 \$ 2.00

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

PRICE PER SQUARE FEET:

Four DOLLARS
Ninety-Four CENTS \$ 4.94 \$ 1,729.00

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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3.	1	Clearing Site (Section 201)		
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LUMP SUM PRICE:

Twenty-four Thousand DOLLARS
Zero CENTS

\$ 24,000.00

\$ 24,000.00

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

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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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7.	5,000	Asphalt Price Adjustment (Section 400)		
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DOLLAR AMOUNT:

One _____ DOLLARS

Zero	_____	CENTS	\$1.00	\$5,000
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8.	5,000	Fuel Price Adjustment (Section 400)		
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DOLLAR AMOUNT:

One _____ DOLLARS

Zero	_____	CENTS	\$1.00	\$5,000
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9.	145 SY	Removal of Pavement (Section 400)		
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PRICE PER SQUARE YARD:

Zero _____ DOLLARS

<u>One</u>	_____	CENTS	\$ 0.01	\$ 1.45
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10.	100 TON	I-13, Soil Aggregate, Sub-Base (If & Where Directed) (Section 203)		
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PRICE PER TON:

Zero _____ DOLLARS

<u>One</u>	_____	CENTS	\$ 0.01	\$ 1.00
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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>Zero</u>	DOLLARS		
<u>One</u>	CENTS	\$ <u>0.01</u>	\$ <u>1.45</u>

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

<u>Six</u>	DOLLARS		
<u>Forty Six</u>	CENTS	\$ <u>6.46</u>	\$ <u>131,977.80</u>

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

<u>Ten</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>10.00</u>	\$ <u>1,450.00</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>Fifty-five</u>	DOLLARS		
<u>Zero</u>	CENTS	\$ <u>55.00</u>	\$ <u>155,650.00</u>

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

<u>Four Hundred Eighty</u>	DOLLARS		
<u>Seven</u>	CENTS	\$ <u>480.07</u>	\$ <u>19,682.87</u>

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

<u>Three Hundred Sixty-one</u>	DOLLARS		
<u>Eighty-five</u>	CENTS	\$ <u>361.84</u>	\$ <u>14,835.44</u>

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

<u>Two Hundred Eighty-seven</u>	DOLLARS		
<u>Seventy-four</u>	CENTS	\$ <u>287.74</u>	\$ <u>11,797.34</u>

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

<u>Eight</u>	DOLLARS		
<u>Thirty-Nine</u>	CENTS	\$ <u>8.39</u>	\$ <u>65,718.87</u>

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

<u>One</u>	DOLLARS		
<u>Thirty-One</u>	CENTS	\$ <u>1.31</u>	\$ <u>8,580.50</u>

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

<u>One Hundred Twelve</u>	DOLLARS		
<u>Two</u>	CENTS	\$ <u>112.02</u>	\$ <u>3,584.64</u>

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

<u>Fifty-Nine</u>	DOLLARS		
<u>Sixteen</u>	CENTS	\$ <u>59.16</u>	\$ <u>11,832.00</u>

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

<u>Fifty</u>	DOLLARS		
<u>Ninety Two</u>	CENTS	\$ <u>50.92</u>	\$ <u>15,276.00</u>

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

<u>Zero</u>	DOLLARS		
<u>Sixty-Three</u>	CENTS	\$ <u>0.63</u>	\$ <u>343.35</u>

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

<u>Zero</u>	DOLLARS		
<u>Sixty-Three</u>	CENTS	\$ <u>0.63</u>	\$ <u>5,802.30</u>

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

<u>One</u>	DOLLARS		
<u>Eighty-Nine</u>	CENTS	\$ <u>1.89</u>	\$ <u>245.70</u>

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27.	180 LF	Traffic Stripes, Thermoplastic, White, 24" Wide (Section 610)		
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PRICE PER UNIT:

<u>Three</u>	DOLLARS		
<u>Seventy-Eight</u>	CENTS	\$ 3.78	\$ 680.40

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

<u>One Hundred Thirty-One</u>	DOLLARS		
<u>Twenty-Six</u>	CENTS	\$ 131.26	\$ 3,281.50

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

<u>Sixteen</u>	DOLLARS		
<u>Eighty</u>	CENTS	\$ 16.80	\$ 168.00

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

<u>Five Hundred Eighty-Two</u>	DOLLARS		
<u>Eleven</u>	CENTS	\$ 582.11	\$ 2,328.44

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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 Seventy DOLLARS

Fifty CENTS

\$ 2,572.50 \$ 18,007.50

32.	169 UNITS	Trimming Existing Tree (If & Where Directed) (Section 802)		
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PRICE PER UNIT:

Ninety-Three DOLLARS

Nineteen CENTS

\$ 93.19 \$ 15,749.11

33.	4 UNITS	Root Grinding & Removal (If & Where Directed) (Section 400)		
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PRICE PER UNIT:

Three Hundred Sixty-Seven DOLLARS

Fifty CENTS

\$ 367.50 \$ 1,470.00

34.	3,040 SY	Seal Coating of Roadway (Section 804)		
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PRICE PER SQUARE YARD:

Four DOLLARS

Seventy-Three CENTS

\$ 4.73 \$ 14,379.20

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ITEM NO. QUANTITY DESCRIPTION UNIT PRICE TOTAL AMOUNT

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

PRICE PER LINEAR FOOT:

FIVE DOLLARS
Forty-five CENTS \$ 5.45 \$ 2,425.25

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

PRICE PER SQUARE YARD:

Zero DOLLARS
One CENTS \$ 0.01 \$ 17.45

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

PRICE PER SQUARE YARD:

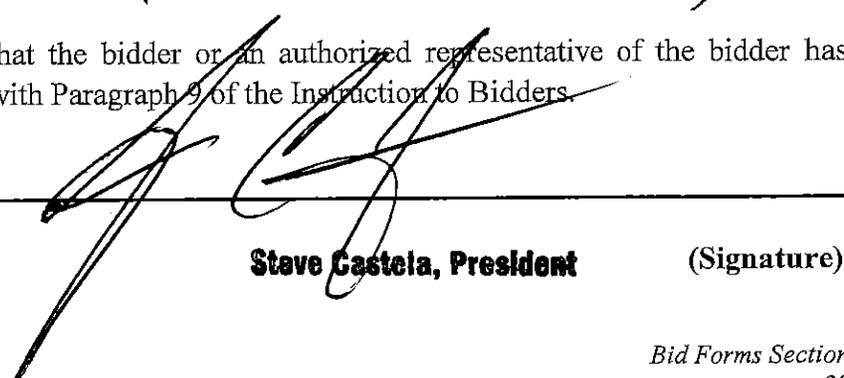
Zero DOLLARS
One CENTS \$ 0.01 \$ 17.45

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

FIVE Hundred Sixty-Six Thousand Thirty-Nine DOLLARS
One CENTS \$ 566,039.01 (SC)

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 1


Steve Castela, President (Signature)

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:

Two DOLLARS

Fifteen CENTS \$ 2.15 \$ 6,536.00

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

Seventy DOLLARS

Seventy-Four CENTS \$ 70.74 \$ 29,003.40

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

One DOLLARS

Thirty One CENTS \$ (1.31) \$ (8,580.50)

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

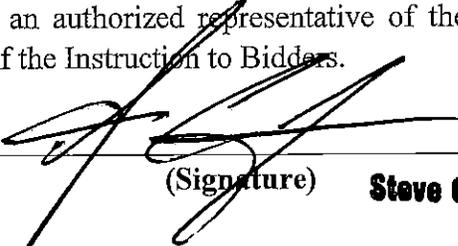
Four DOLLARS

Seventy-Three CENTS \$ (4.73) \$ (14,379.20)

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

Twelve Thousand Five Hundred Seventy-Nine DOLLARS
Seventy CENTS \$12,579.70

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.


(Signature) Steve Castola, President

PART 2

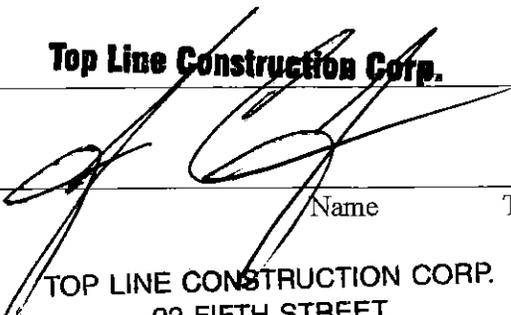
Bid Summary	
ITEM DESCRIPTION	TOTAL COST
Base Bid	\$566,039.01
Add Alternate 1	\$12,579.70
TOTAL	578,618.71

TOTAL BASE BID PLUS ADD-ALTERNATE 1 PRICE IN WORDS:

FIVE Hundred Seventy-Eight Thousand SIX
Hundred Eighteen Dollars +
Seventy-One Cents

If a Corporation,

Name of Contractor **Top Line Construction Corp.**

Signature of Bidder 
Name Title **Steve Castola, President**

Business Address **TOP LINE CONSTRUCTION CORP.
22 FIFTH STREET
SOMERVILLE, NJ 08876**

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

Incorporated under the Laws of the State of NJ

President Steve Castela, President
(Name) (Title)

Secretary Mark Castela, Secretary
(Name) (Title)

Treasurer Steve Castela
(Name) (Title)

Dated: 9/9/2020

(Affix Corporation Seal Here)

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

Name of Company N/A

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

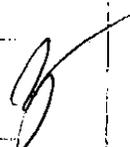
Steve Castela, President, 190 Stanton Rd, Lebanon, NJ 08833
Mark Castela, Vice President, 1016 Cain Rd, Bridgewater, NJ 08807

West Windsor Township Bid Specifications
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.

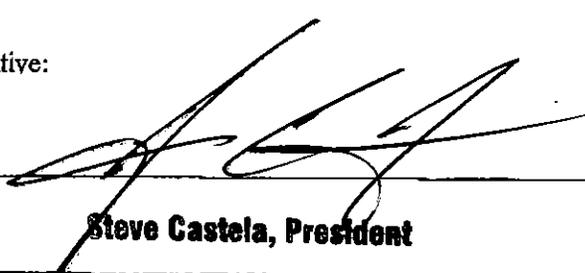
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the 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			
1	Correction & Replacement of page 50. Corrected title of project half way down page.	FAX	8-27-20	

Acknowledged by Bidder

Name of Bidder: **Top Line Construction Corp.**

By Authorized Representative:

Signature: 

Print Name and Title: **Steve Castela, President**

Date: 9/9/2020

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

BID BOND

See attached

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
BY: _____ Witness	_____ 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: NJDOT FY 2020

NAME OF BIDDER: _____

Top Line Construction Corp.

Municipal Aid Grant for Rdway Imp. to Bennington Drive

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
NONE				

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address _____ N/A _____

License Number _____

Electrical Work:

Name _____ Phone # _____

Address _____ N/A _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____ N/A _____

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

Name _____ Phone # _____

Address _____ N/A _____

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, **Steve Castela, President** of the Municipality of Somerville in the County of Somerset and the State of NJ of full age, being duly sworn according to the law on my oath depose and say that:

I am Steve Castela, 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.

Top Line Construction Corp.

Name of Contractor (Type or Print)

Signature/Title

Steve Castela, President

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

9th Day of September, 2020

Notary Public
My Commission Expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
My Commission Expires
December 29, 2021

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1-23-91

Name and address of Officers: **Top Line Construction Corp.**

President: **Steve Castela, President**, 190 Stanton Rd., Lebanon, NJ 08833

Vice President: **Mark Castela, Vice President**, 1016 Corn Rd., Bridgewater, NJ 08807

Secretary: **Mark Castela, Secretary**

Treasurer: Steve Castela

CONTRACTOR'S EXPERIENCE

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

29 yrs.

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

29 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.	\$ _____	<u>See attached</u>	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See attached</u>	_____
B.	_____	_____
C.	_____	_____
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)? No

If so, where and why? N/A

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

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

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

≈ 25,000,000

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

Please refer to the attached equipment list which is all owned & operated by Top Line Construction Corp.

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

See attached

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 _____.

(Name) INSURANCE COMPANY

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 NJ : SS: West Windsor Twp
COUNTY OF Mercer :

I, **Steve Castola, President** of the (City, Town, Township, Borough, etc.)
of Somerville in the County of Somerset and the
State of NJ, of full age, being duly sworn according to
law on my oath depose and say that:

I am President

of the firm of **Top Line Construction Corp.**
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 relies 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:

Top Line Construction Corp.

(Name of Bidder)
(N.J.S.A. 52:34-15)
(Also type or print name of affiant under signature)
Steve Castola, President

Subscribed and sworn to before me this
9th day of September, 2020

Notary Public of NJ
My commission expires _____
CYNTHIA WHITESELL
Notary Public, State of New Jersey
My Commission Expires
December 29, 2021

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: TOP LINE CONSTRUCTION CORP.

22 FIFTH STREET

Organization

SOMERVILLE, NJ 08876

Address:

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
Steve Castela, President	190 Stanton Rd. Lebanon, NJ 08833
Mark Castela, Vice President	1916 Crum Rd BRIDGEWATER, NJ 08807

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.**

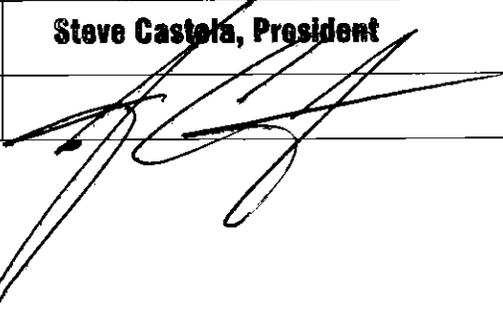
Stockholder/Partner/Member	Home Address (for Individuals) or Business Address
----------------------------	--

and Corresponding Entity Listed in Part II	
	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.

West Windsor
Twp

Full Name (Print):	Steve Castola, President	Title:	President
Signature:		Date:	9-9-2020

(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.

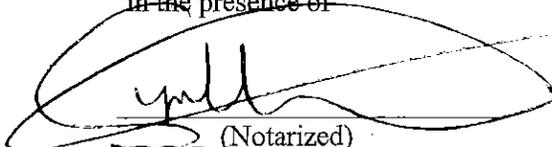
(D) The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and 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

Successful Bidder / Contractor

Steve Castala, President

Signed, sealed and delivered
in the presence of



(Notarized)

CYNTHIA WHITESELL
Notary Public, State of New Jersey
My Commission Expires
December 29, 2021

West Windsor Township

Bid Specifications

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

AGREEMENT

This Contract made the _____ day of _____, 2019 by and between the _____ Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____ agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive. Performance by the Contractor is to be completed not later than 90 calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection

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

with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, general and contractual liability insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.

Bodily injury and property damage, shall be in accordance with the contract documents.

- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

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

Section 4. Final Inspection and Payment.

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975
(N.J.A.C. 17:27)

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

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 non-discrimination clause.

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

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. 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 applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

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 (3) 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 American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above,

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or if the Contractor or Subcontractor 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 consistent with the applicable county employment goal:

- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that 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 of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) 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 determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the

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

event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) 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, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract

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Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute 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 hereby 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.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of Three Hundred Dollars (\$300.00) per day (to be revised per General Conditions 4.23 based on contract value) for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

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

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

 Gay Huber
 Township Clerk

By:

 Hemant Marathe
 Mayor

By:

 Contractor

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

HOLD HARMLESS AGREEMENT

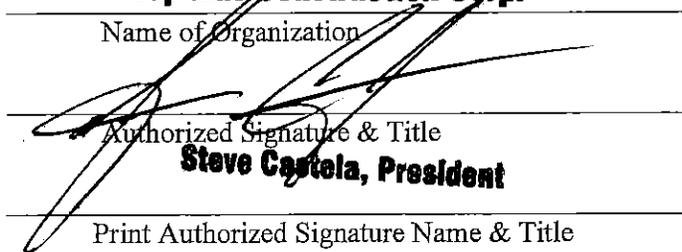
The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 9th day of September, 2020

as a binding act in deed of

Top Line Construction Corp.

Name of Organization



Authorized Signature & Title

Steve Castela, President

Print Authorized Signature Name & Title

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.

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This PREVAILING WAGE AFFIDAVIT is signed this 9th day of

September, 2020

as a binding act in deed of _____

Top Line Construction Corp.

Name of Organization

Authorized Signature & Title

Steve Castela, President

Print Authorized Signature Name & Title

NEW JERSEY STATUTORY
PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

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

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

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This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

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

ATTEST:

Witness

Principal

Witness

Surety

NEW JERSEY STATUTORY
PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and 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 said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

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

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

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

ATTEST:

Witness

Principal

Witness

Surety

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of _____

Dollars (\$ _____) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 20_____, (hereinafter called the CONTRACT) for _____,

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of one (1) year from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner

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whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____

(Affix Corporate Seal)

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of _____
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

(Project)

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: _____

SS:

COUNTY OF: _____

On this _____ day of _____, 20____, before me personally came

and appeared _____ to me known, who,

being by me duly sworn, did depose and say that he resides at _____

_____ and

that he is the _____ of _____;

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

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ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____
SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came
and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the
same as and for the act and deed of said firm.

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____
SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came
and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the
same.

(SEAL)

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____

and from the Owner, the Township Of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

_____ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT, between the said _____ (Contractor)

And Owner, the Township of West Windsor dated _____, 20____. (Owner)

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said

CONTRACT dated _____, 20____, and of and from all, and all

manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

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

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this _____ day of _____, 20_____.

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

BY: _____ (SEAL)
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)

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.

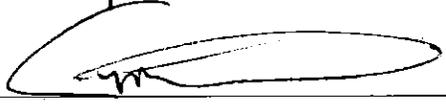
Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULLFILL THIS REQUIREMENT.**

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

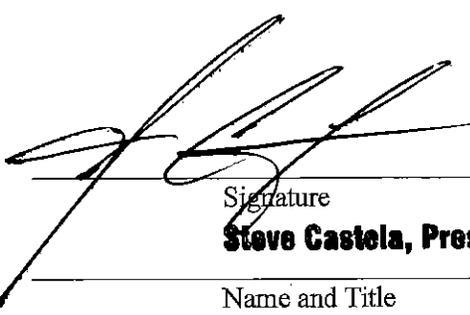
	Name	Not Registered	Registration Number
Bidder	Top Line Construction Corp.		<u>0573860</u>
(Subcontractor)	<u>N/A</u>		
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 9th day
Of September 2020



Notary Public of NJ



Signature
Steve Castela, President
Name and Title
(type or print)

My Commission Expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
My Commission Expires

**** 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.**

CYNTHIA WHITESELL
Notary Public, State of New Jersey
My Commission Expires
December 29, 2021

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	Top Line Construction Corp.		<u>614639</u>
(Subcontractor)	<u>N/A</u>		
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 9th day
Of September 2020

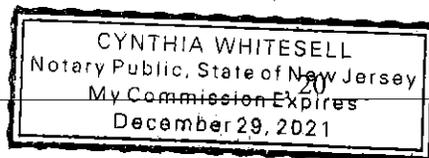
[Signature]

[Signature]
Signature
Steve Castela, President

Notary Public of NJ

Name and Title
(type or print)

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: NJDOT FY 2020 Municipal Aid Grant Bidder/Offeror: Top Line Construction Corp.

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 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.

Steve Castela, President
Full Name (Print) Steve Castela, President
Signature: [Signature]
Title: Steve Castela, President
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>
 Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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 Melli Iran
5. Bank Saderat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
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. Sameh 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
Steve Castala, President

Signed, sealed and delivered
in the presence of

(Notarized)

CYNTHIA WHITESELL
Notary Public, State of New Jersey
My Commission Expires
December 29, 2021
Bid Forms Section

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,

Top Line Construction Corp as Principal, and Great American Insurance Company as Surety, are

hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of

10% of total amount bid not to exceed \$20,000 (\$ XXXXXX) for the payment of which, well and truly to be

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

Signed this, 8th 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.

BY: [Signature] Witness

BY: [Signature] Witness

Top Line Construction Corp Principal

By: [Signature] Steve Castela, President

Great American Insurance Company Surety

By: [Signature] Donald Goetz, Attorney-in-Fact

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:

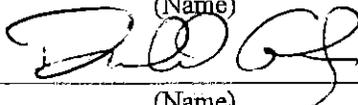
CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ 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

Great American Insurance Company Insurance Company,
 Name
301 E 4th Street, Cincinnati, OH 45202
 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) N.J.D.O.T. FY 2020 Municipal Aid Grant for Roadway Improvements to Bennington Drive is awarded to (Bidder) Top Line Construction Corp 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 8th day of September, 20 20.

Great American Insurance Company INSURANCE COMPANY
 (Name)
 By 
 (Name)
 Donald Goetz, Attorney in Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 20526

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONALD GOETZ	ALL OF	ALL
ROBERT CULNEN	MENDHAM, NEW JERSEY	\$100,000,000
MARK CULNEN		
LISA NOSAL		
LOUIS VLAHAKES		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **20TH** day of **AUGUST**, 20**20**



Atty L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **20TH** day of **AUGUST**, 20**20**, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

8th day of *September*, 20**20**



Atty L C B

Assistant Secretary



301 East 4th Street
Cincinnati, OH 45202

GAIG.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2019**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 4,151,708,417	Unpaid losses and loss expenses.....	\$ 4,097,867,979
Stocks.....	1,373,914,922	Reserve for underwriting expenses.....	299,977,750
Mortgage loans on real estate.....	370,715,151	Reserve for unearned premiums.....	1,469,883,822
Real estate (net of encumbrances).....	57,455,615	Ceded reinsurance premiums payable.....	144,300,777
Cash and short-term investments.....	752,974,261	Funds held under reinsurance treaties.....	555,341,414
Other invested assets.....	766,672,430	Retroactive reinsurance ceded.....	(131,593,738)
Receivable for securities.....	3,036,261	Other liabilities.....	205,005,266
Investment income due and accrued.....	38,476,462	Total liabilities.....	6,640,783,270
Agents' and premium balances.....	664,425,875		
Reinsurance recoverable on loss and loss expense payments.....	53,513,207	Capital stock.....	\$ 15,440,600
Federal and foreign income taxes.....	9,584,901	Paid in surplus.....	871,833,489
Net deferred tax asset.....	138,212,352	Special surplus funds.....	90,949,254
Receivable from affiliates.....	11,964,847	Unassigned funds.....	1,356,453,392
Receivable from Federal Crop Insurance Corporation.....	325,600,767	Policyholders' surplus.....	2,334,676,735
Company owned life insurance.....	185,334,724		
Funds held as collateral.....	6,644,421		
Funded deductibles.....	27,370,186		
Other admitted assets.....	37,855,206		
Total.....	\$ 8,975,460,005	Total.....	\$ 8,975,460,005

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO
COUNTY OF HAMILTON

SS:

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2019.

Subscribed and sworn to before me

this 2nd day of March, 2020.

Public Notary

Controller

Assistant Secretary

SHARON R. HULEN
Notary Public, State of Ohio
My Commission Expires 12-22-2021



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date: May 01, 2020

NAIC COMPANY CODE: 16691

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

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



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. 9305)

(name of surety(ies) GREAT AMERICAN INSURANCE COMPANY

surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2019, (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by Ernst & Young LLP, 250 E. 5th Street, Cincinnati, Ohio 45202 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>SURETY COMPANIES(Y)</u>	<u>CAPITAL AND SURPLUS</u>
Great American Insurance Company	\$2,334,676,735

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

<u>SURETY COMPANIES(Y)</u>	<u>LIMITATION</u>
Great American Insurance Company	\$228,947,000

(4) The amount of the bond to which the statement and certification is attached is \$10% of total amount bid, not to exceed \$20,000 (fill in bond amount)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of 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>
------------------	----------------	---------------

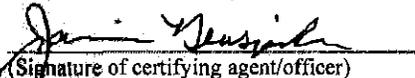
and;

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

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I, Jamie Neuspickle, as Divisional Vice President - Bond Division for Great American Insurance Company, a corporation domiciled in Ohio, 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.



 (Signature of certifying agent/officer)
 Jamie Neuspickle
 (Printed name of certifying agent/officer)
 Divisional Asst. Vice President

 (Title of certifying agent/officer)

Dated: September 8, 2020
(fill in month, day, year)



Work on Hand Schedule (Completed and Uncompleted Work)

Date of Report: 12/31/2019

Contract Description	Name of Owner or General Contractor	Contract Price Plus Charged Orders	Original Estimated Cost Plus Cost of Change Orders	Total Billed to Date incl. Retainage	Total Costs (Direct) to Date	Total Revised Estimated Cost to Complete	Estimated Completion Date
Industrial Drive & Edge Rd Connector Rd	Alpha Borough of	505,194.46	611,871.74	369,277.01	296,216.41	1,150,015.70	6/30/2020
2019 Capital Road Program - Various Streets	Berkley Heights Township	371,168.55	315,049.30	86,586.90	53,985.09	256,244.71	5/31/2020
NIDOT F70219 Road Program - Various Streets	Berkley Heights Township	475,317.37	466,205.95	151,500.67	173,508.52	764,750.47	5/31/2020
Indoors Station Road Program - Various Streets	Berkley Heights Township	959,979.71	979,334.01	492,099.55	327,425.76	373,334.01	5/31/2020
Road Improvements - Hillside School Road West	Edison Township	1,236,541.18	1,085,145.41	924,980.30	777,497.01	286,487.86	4/30/2020
NIDOT Municipal Aid Pgm F7-2017 - Talmadge Rd - Section 3	Hillsborough Township	2,566,126.38	2,225,759.94	2,098,084.04	1,723,166.23	394,204.08	4/30/2020
2019 Capital Roadwayaving Project	Hillsborough Township	135,777.79	36,945.34	15,083.03	25,049.30	71,895.04	4/30/2020
Corsebury Road Resurfacing	Lebanon Borough	206,369.51	7,349,242.76	6,532,075.55	6,865,081.85	135,166.46	5/31/2020
Milling & Resurfacing Quaker Church Rd - CR 513 - Randolph Twp	Morris County	8,995,425.65	259,094.74			386,254.98	6/30/2020
Route 57, from Route 22 to Route 31, Contract No. 000343780 (Warren County)	NIDOT	304,975.28	259,094.74			259,094.74	6/30/2020
Burd Street Reconstruction	Pennington Borough	616,525.67	670,775.84	718,575.66	543,238.21	30,988.98	9/31/2020
Alley Drive and Kings Court Reconstruction Project	Pennington Borough	889,800.09	325,952.82	279,826.96	221,822.97	84,851.94	6/30/2020
Woodland Avenue Improvements	Plainfield City of	468,741.35	391,822.02	139,104.87	103,932.64	289,470.42	6/30/2020
South Cadillac Drive Improvements	Somerville Borough	79,787.00	611,601.90	262,997.50	213,976.65	398,943.91	7/31/2020
Various Streets Improvements	Union Township	65,000.00	44,926.40			44,926.40	9/31/2020
ONP - CAR3 Eastway - Barton NJ	Union Township	807,779.75	648,233.80	139,935.65	104,602.60	586,640.88	12/31/2020
Berkley Heights Municipal Complex Redevelopment - Berkley Heights	SPIC Management	124,388.50	95,203.53	40,950.00	39,026.18	66,152.57	9/30/2020
Prison Street Parking Deck - Hillsborough, NJ	IOC Corp. of NJ	1,024,600.00	855,841.00	789,837.19	214,702.06	618,811.41	9/30/2020
Phon QNS Roadways - Phase 2 - Nuber, NJ	James Construction	5,739,282.50	4,814,110.14	4,587,277.34	3,802,394.19	999,364.48	9/31/2020
PNCT - Phase 3 Site Development - Newark, NJ	Kyle Conit Construction, LLC	2,070,920.10	1,774,364.34	701,596.65	614,951.22	1,174,467.01	7/31/2020
Rockefeller - Edison Industrial, NJ 27 & Vineland Road - Edison, NJ	Palillo Incorporated	26,470,512.58	23,701,650.46	19,595,958.36	15,775,982.07	7,620,921.98	
TOTALS							

Contracts Completed Since Last Report

Contract Description	Name of Owner or General Contractor	Final Contract Price	Total Cost	Gross Profit/Loss
Goins Drive and Fairview Drive East Reconstruction	Berkley Township	1,208,548.04	978,761.91	229,786.13
2018 NIDOT Local Aid Pgm: Manchester Dr. & Juniper Way Imp	Berkley Township	886,667.31	787,733.85	186,933.46
2019 Road Improvement Program	Bound Brook Borough	1,110,344.21	899,237.81	210,946.40
Garrison Road V Improvement Project	Briggwater Township	716,701.40	601,785.67	118,915.73
Johnson Hill - Mill & Overway Upper & Lower Lot - New Brunswick, NJ	CRB Builders, LLC	407,730.00	309,674.86	97,855.70
Improvements to Whiskey Lane and Boars Head Road	Dobson Township	500,739.35	484,931.49	65,837.88
Seaman Ave Elm School	ELC Corp. of NJ	519,959.97	491,250.20	62,744.47
Roadway Improvements Demow Road	Hopewell Township	588,151.57	492,576.94	95,574.63
Road Improvements Van Brunt Road	Hopewell Township of	291,273.34	225,882.48	65,390.86
Clinton Street Improvements - Phase 2	Lambertville City of	180,556.38	116,635.11	41,921.27
Merrittown Rd Improvements - Phase 1 & 2	Long Hill Township	337,133.39	307,852.50	50,980.89
Palmora Street Improvement Project	Lopatcong Township	313,645.61	250,916.49	62,729.13
Site Improvements at Montgomery Upper Middle School	Montgomery Township Board of Education	1,468,341.59	1,704,040.05	264,301.46
Milling & Resurfacing East Mill Rd/Washington Trks - CR 513	Monts County of	922,182.61	822,182.61	222,760.04
Improvements to International Drive North - Phase 2	Mount Olive Township	376,617.50	308,958.17	67,659.33
Peachtree Urban Renewal Bldg 3, 4 & 5 - Peachtree, NJ	Zeigler Incorporated	2,289,982.01	1,894,595.98	374,486.03
Arizona Warehouse Facility - Woodbridge, NJ	Fillari Brothers Construction Corp.	393,970.02	193,495.42	42,474.60
Research Way Improvements - Phase 1	Plainboro Township	201,867.44	158,135.08	47,354.36
PNCT - 2019 Pavement Maintenance Contract	PNCT	3,453,945.04	2,918,545.55	537,399.49
Improvements to Thompson & Anderson Streets, 2nd Ave, 5th St & Farand St	Plainboro Township	689,651.90	565,527.76	124,124.14
Runway and Taxiway Rehabilitation - Sky Manor Airport	Sky Manor Airport	732,942.38	566,711.05	166,231.33
Stirling Chase Resurfacing Project - Edison, NJ	Stirling Chase Homeowners Association, Inc	486,892.19	327,697.13	84,155.06
Redevelopment of Greenville Yard Phase 1 - Jersey City, NJ	Union Parking & Construction Co., Inc	136,138.33	109,128.29	29,009.05
Improvements to Naughton Road	Washington Township	206,776.49	173,693.93	33,084.56
TOTALS		18,535,562.46	15,212,657.28	3,272,405.28

Uncompleted Bonded Contracts \$4,514,294.70

Uncompleted Unbonded Contracts \$4,600,182.52

Total Uncompleted All Contracts \$9,114,657.22

Prepared: [Signature]
 Name: Steven Grech
 Title: President

Certificate Number
614639

Registration Date: 05/13/2020
Expiration Date: 05/12/2022



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:

Top Lin Construction Corp.

Responsible Representative(s):
Rui Castela, President
Mark Castela, Vice-President

Responsible Representative(s):
Steven Castela, Vice-President

Handwritten signature of Robert Asaro-Angelo.

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

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

NON TRANSFERABLE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TOP LINE CONSTRUCTION CORP.

Trade Name:

Address: 22 FIFTH STREET
SOMERVILLE, NJ 08876

Certificate Number: 0573860

Effective Date: February 25, 1991

Date of Issuance: April 23, 2015

For Office Use Only:

20150423122259412

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N. J. S. A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

TOP LINE CONSTRUCTION CORP.
22 FIFTH ST.
SOMERVILLE NJ 08876

Tax Registration No.: **xxx-xxx-346/000**

Tax Effective Date: **04-01-10**

Document Locator No.: **B0000313486**

Date Issued: **10-12-10**

Michael J. King
Acting Director, Division of Taxation

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



State of New Jersey

PHILIP D. MURPHY
Governor

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

SHEILA Y. OLIVER
Lt. Governor

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

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges TOP LINE CONSTRUCTION CORPORATION as a Category 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:
www.njportal.com/DOR/SBERegistry/.



Peter Lowicki
Deputy Director

Issued: 3/6/2018
Certification Number: A0066-94

Expiration: 3/6/2021



22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

RESOLUTION TO SIGN AND SUBMIT DOCUMENTS

TOP LINE CONSTRUCTION CORP.

Resolved, the following named officers/shareholders/owners:

Steve Castela, President, Treasurer

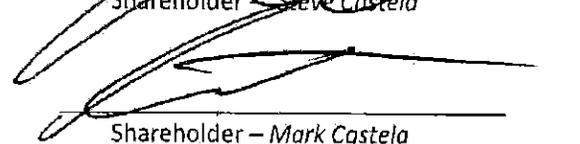
Mark Castela, Vice President, Secretary

Be and hereby are authorized and empowered to sign and submit all bids or proposals and further that said officers/shareholders/owners are authorized to execute contracts or any other agreements or bonds or statements necessary for the fulfillment of obligations incurred by the acceptance of the owners and/or engineers of the bid or proposal.

Top Line Construction Corp. hereby certifies that the above constitutes a true copy of a Resolution passed and approved on January 6, 2017 by all of the following signed shareholders.

Date of Resolution: January 6, 2017


Shareholder Steve Castela


Shareholder Mark Castela

TOP LINE CONSTRUCTION, CORP.
SHAREHOLDER'S DISCLOSURE

<u>NAME:</u>	STEVE CASTELA, PRESIDENT/TREASURER
<u>ADDRESS:</u>	190 STANTON ROAD, LEBANON, NJ 08833
<u>PERCENTAGE OWNED:</u>	50%

<u>NAME:</u>	MARK CASTELA, VICE PRESIDENT/SECRETARY
<u>ADDRESS:</u>	1016 CRIM ROAD, BRIDGEWATER, NJ 08807
<u>PERCENTAGE OWNED:</u>	50%



TOP LINE

CONSTRUCTION CORP.

HEAVY EQUIPMENT LIST

#	MAKE	MODEL	YEAR
B4	Case	580 SUPER L	1999
B9	Case	580 SUPER M	2002
B10	Case	580 SUPER M	2003
B11	CAT	420DIT	2005
B12	CAT	420EIT	2007
B13	John Deere	410J	2012
B14	CAT	420FIT	2013
B15	John Deere	410K	2015
B16	CAT	420FIT	2016
B17	Case	580 SUPER N	2016
B18	CAT	420F2 IT	2018
B19	Case	580 SUPER N	2018
D1	CAT	D4GXL	2003
E1	Komatsu	PC150LC-6K	1998
E2	CAT	320	1994
E3	Komatsu	PC228USLC-3EO	2006
E4	Komatsu	PC138USLC-8	2008
E5	Komatsu	PC55MR-3	2011
E6	Komatsu	PC55MR-3	2011
E7	Komatsu	PC88MR-10	2017
R1	Wacker	RD-11	2002
R2	Ingersl Rand	DD-34	2003
R3	CAT	CB-534C	2003
R5	Wacker	RT82 (Trench Roller)	2005
R6	Ingersl Rand	DD-70	2006
R7	Wacker	RT82 (Trench Roller)	2006
R8	Hamm	HD110VHV	2007
R9	CAT	CB-34	2011
R10	Hamm	HD120VV	2012
R11	Hamm	HD120IVO	2015
R12	Caterpillar	CB-64B	2017
R13	Hamm	HD14IVV	2017
R14	Wacker	RD12A	2018
L1	CAT	950	1995
L2	CAT	928 G	2005
M4	Wirtgen	W250	2012
M5	Wirtgen	W210i	2015
P1	Blaw Knox	PF-500	1989
P2	Blaw Knox	PF-5510	2004
P3	Vogele	5200-2	2009
P4	Caterpillar	AP1055F	2017
P5	Caterpillar	AP655D	2015
S1	CAT	262C	2007



PROJECT REFERENCES

Project	Owner	Contract Value	Contact	Affiliation	Phone Number
2018 Resurfacing of Various County Roads	County of Somerset	\$9,343,909.10	Tricia Smith	County of Somerset	(908) 231-7024
Improvements to Walnut Lane	Municipality of Princeton	\$1,490,390.57	Deanna Stockton	Municipality of Princeton	(609) 921-7077 Ext 1138
Resurfacing of County Routes 512 & 513	County of Hunterdon	\$3,358,447.20	Tom Mathews	Hunterdon County	(908) 788-1227
2018 Road Program Phase 2	Township of Union	\$1,600,455.14	Joe Venezia	Maser Consulting	(732) 383-1950
Milling & Resurfacing of Various Roads-2018	County of Morris	\$719,825.19	Rich Johnson	County of Morris	(973) 285-6752
Garretson Road Improvement Project- Section VI	Township of Bridgewater	\$771,367.59	Anthony Gallo	Township of Bridgewater	(908) 725-6300 Ext 5501
2018 Pavement Rehabilitation Program	Port Newark Container Terminal	\$2,500,000.00	George Stavrou	Port Newark Container Terminal	(973) 522-4731

Certificate Number
653443

Registration Date: 09/28/2018
Expiration Date: 09/27/2020



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Andrew Altobelli, President

Handwritten signature of Robert Asaro-Angelo.

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

2018
Ege Strick

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

NON TRANSFERABLE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 232
TRENTON, NJ 08646-0232

TAXPAYER NAME:
STRAIGHT EDGE STRIPING LIMITED LIABILITY

ADDRESS:
18 RUE CEZANNE
FRANKLIN NJ 08873
EFFECTIVE DATE:

10/21/05

TRADE NAME:

SEQUENCE NUMBER:

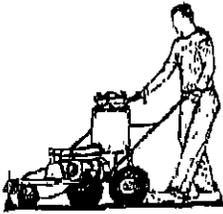
1241139

ISSUANCE DATE:

06/05/06

Jana J. Quasina

Acting Director
New Jersey Division of Revenue



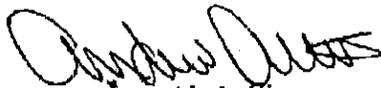
Straight Edge Striping

223 East Main Street
Bound Brook, NJ 08805
Tel.: (732) 302-3001
Fax: (732) 469-4812

CONTRACTS FOR STRIGHT EDGE STRIPING

011	Various Locations Burlington County	Pavement Marking Reflectors Signage	\$361,494.00	American Asphalt 116 Main Street W Collingswood Heights, NJ 08059
011	Shore Memorial Somers Point, NJ	Pavement Marking Signage	\$ 9,350.00	Cirignano Contracting 750 West California Ave Absecon, NJ 08201
011	Holmdel Road Keyport, NJ	Pavement Marking Signage	\$ 18,352.00	Z-Brothers 304 Jernee Mill Road Sayreville, NJ 08872
011	Route 1,33,130 & 175	Pavement Marking	\$ 299,403.00	Earle Asphalt P.O. Box 556 Farmingdale, NJ 07727
011	Shoppes @ Randolph Randolph, NJ	Pavement Marking Signage	\$ 4,535.00	V.A. Spatz 91 Lone Pine Dr. Berkeley Heights, NJ 07922

By: Straight Edge Striping


Andrew Altobelli
President

Cindy Collins

From: Cheryl Maxfield <cherylm@straightedgestriping.net>
Sent: Wednesday, December 16, 2015 4:10 PM
To: ccollins@toplineconstruction.com
Subject: Equipment List for Straight Edge Striping

Trucks:

F650 Thermoplastic Truck
F550 Pick up Truck
Isuzu Rack Truck

Cheryl Maxfield
Straight Edge Striping
223 East Main Street
Bound Brook, NJ 08805
T(732) 302-3001x10
F(732) 469-4812