ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

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

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

Name of Bidder: Earle Asphalt Company

By Authorized Representative: Brian M. Cooper, PE

Signature:

Print Name and Title: Brian M. Cooper, PE, Manager of Engineering

Date Signed: October 8, 2020

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

BID FORM

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

RE: **WEST WINDSOR TOWNSHIP**
ROADWAY IMPROVEMENTS
Millstone Road

This Bid will not be accepted after **October 8, 2020**, 11:00 am, prevailing time on, at which time all Bids will be publicly opened and read.

Earle Asphalt Company
Name of Firm Submitting Bid

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

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

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

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

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

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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

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."

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	MOBILIZATION (Division 2 Section M-0)		

LUMP SUM PRICE:

Nine thousand four hundred fifty two DOLLARS

forty eight cents CENTS $ 9,452.48 $ 9,452.48

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
2.	LUMP SUM	TRAFFIC CONTROL (Division 2 Section TC-0)		

LUMP SUM PRICE:

Nine thousand DOLLARS

zero CENTS $ 9,000.00 $ 9,000.00

3.	160 HOURS	UNIFORM TRAFFIC DIRECTOR (Division 2 Section TC-0)		

PRICE PER HOUR:

NINTEY DOLLARS

ZERO CENTS $90.00 $ 14,400.00

4.	7,281 SY	2" THICK BITUMINOUS PAVEMENT MILLING (Division 2 Section PM-0)		

PRICE PER SQUARE YARD:

Three DOLLARS

thirty CENTS $ 3.30 $24,027.30

5.	365 SY	6" THICK BIT. STAB. BASE MIX I-2 REPAIR INCL. EXCAVATION (IF AND WHERE DIRECTED) (Division 2 Page DPR-0)		

PRICE PER SQUARE YARD:

Thirty five DOLLARS

zero CENTS $ 35.00 $ 12,775.00

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6.	365 SY	6" THICK DENSE GRADED AGGREGATE SUBBASE REPLACEMENT INCLUDING EXCAVATION (IF AND WHERE REQUIRED) (Division 2 Section DPR-0)		

PRICE PER SQUARE YARD:

One DOLLARS

zero CENTS $ 1.00 $ 365.00

7. 100 CY 1-1/2" QUARRY BLEND SUBGRADE REPLACEMENT INCLUDING EXCAVATION (IF AND WHERE REQUIRED) (Division 2 Section DPR-0)

PRICE PER CUBIC YARD:

Three DOLLARS

fifteen CENTS $ 3.15 $ 315.00

8. 30 LF SAWCUTTING AND SEALING JOINTS IN HOT MIX OVERLAY (Division 2 Section PS-0)

PRICE PER LINEAR FOOT:

Three DOLLARS

fifty CENTS $ 3.50 $ 105.00

9. 1,000 LF CRACK SEALING (IF AND WHERE DIRECTED) (Division 2 Section CR-0)

PRICE PER LINEAR FOOT:

One DOLLARS

zero CENTS $ 1.00 $ 1,000.00

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
10.	990 TON	2" THICK BIT. CONC. SURFACE COURSE MIX I-5 (Division 2 Section PS-0)		

PRICE PER TON:

Seventy two DOLLARS

zero CENTS $ 72.00 $ 71,280.00

11.	735 GAL.	TACK COAT SS-1 (Division 2 Section PS-0)		

PRICE PER GALLON:

Zero DOLLARS

one CENTS $ 0.01 $ 7.35

12.	1 UNIT	REPAIR INLET, TYPE B (Division 2 Section IR-0)		

PRICE PER UNIT:

One thousand two hundred DOLLARS

zero CENTS $ 1,200.00 $1,200.00

13.	1 UNIT	RESET SANITARY SEWER MANHOLE FRAME (Division 2 Section IR-0)		

PRICE PER UNIT:

Four hundred DOLLARS

zero CENTS $ 400.00 $400.00

14.	100 LF	6" X 8" X 18" CONCRETE VERTICAL CURB REPLACEMENT (IF AND WHERE DIRECTED) (Division 2 Section CC-0)		

PRICE PER LINEAR FOOT:

Fifty five DOLLARS

zero CENTS $ 55.00 $5,500.00

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT

15. 100 LF 6" CORR. HDPE PERFORATED PIPE (UNDERDRAIN) (IF AND WHERE DIRECTED)
(Division 2 Section SS-0)

PRICE PER LINEAR FOOT:

Twenty five DOLLARS

zero CENTS $ 25.00 $ 2,500.00

16. 55 SY BITUMINOUS DRIVEWAY APRON TYPE I, 2" THICK INCL. EXCAVATION
(Division 2 Section SR-0)

PRICE PER SQUARE YARD:

Sixty five DOLLARS

zero CENTS $ 65.00 $ 3,575.00

17. 4,361 LF TRAFFIC STRIPES, YELLOW LONG LIFE, EPOXY RESIN, 4"
(Division 2 Section ST-0)

PRICE PER LINEAR FOOT:

Zero DOLLARS

fifty CENTS $ 0.50 $ 2,180.50

18. 4,361 LF TRAFFIC STRIPES, WHITE LONG LIFE, EPOXY RESIN, 4"
(Division 2 Section ST-0)

PRICE PER LINEAR FOOT:

Zero DOLLARS

fifty CENTS $ 0.50 $ 2,180.50

19. 25 UNITS RAISED PAVEMENT MARKER (RPM), YELLOE BI-DIRECTIONAL
(Division 2 Section ST-0)

PRICE PER UNIT:

Seventy DOLLARS

zero CENTS $ 70.00 $ 1,750.00

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
20.	LUMP SUM	ASPHALT PRICE ADJUSTMENT		

LUMP SUM PRICE:

FIVE HUNDRED DOLLARS

ZERO CENTS $500.00 $500.00

21.	LUMP SUM	FUEL PRICE ADJUSTMENT		

LUMP SUM PRICE:

TWO HUNDRED DOLLARS

ZERO CENTS $200.00 $200.00

TOTAL AMOUNT BID:

One hundred sixty two thousand seven hundred thirteen DOLLARS

thirteen CENTS $ 162,713.13

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)

Brian M. Cooper, PE, Manager of Engineering

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

If a Corporation,

Name of Contractor Earle Asphalt Company

Signature of Bidder

Brian M. Cooper, PE
Manager of Engineering
Name Title

Business Address 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719

Incorporated under the Laws of the State of New Jersey

President Walter R. Earle II
(Name) (Title)

Secretary Michael G. Earle
(Name) (Title)

Treasurer Michael G. Earle
(Name) (Title)

Dated: October 8, 2020

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization, N/A

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

_____

_____

_____

_____

_____

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

WEST WINDSOR TOWNSHIP
ROADWAY IMPROVEMNTS
MILLSTONE ROAD

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			
None				BMC

Acknowledged by Bidder

Name of Bidder: Earle Asphalt Company

By Authorized Representative:

Signature:

Print Name and Title: Brian M. Cooper, PE, Manager of Engineering

Date: October 8, 2020

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

BID BOND

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

Earle Asphalt Company as Principal, and Federal Insurance Company as Surety, are

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

Ten Percent of Amount Bid
Not to Exceed Twenty Thousand Dollars ($ 10% NTE $20,000) for the payment of which, well and truly to be

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

Signed this, 18th 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

ROADWAY IMPROVEMNETS
Millstone Road

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.

Earle Asphalt Company
Principal

BY: Michael G. Earle
Witness Michael G. Earle
Secretary

Brian M. Cooper, PE, Manager of Engineering

Federal Insurance Company
Surety

BY: Jacqueline Susco
Witness Jacqueline Susco

Attorney-in-Fact, Joshua Sanford

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

LIST OF SUBCONTRACTORS

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

TITLE OF BID: Roadway Improvements for Millstone Road NAME OF BIDDER: Earle Asphalt Company

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: None

Name _____ Phone # _____

Address _____

License Number _____

Electrical Work: None

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work: None

Name _____ Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work: None

Name _____ Phone # _____

Address _____

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, Brian M. Cooper, PE of the Municipality of Township of Wall in the County of Monmouth and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am Manager of Engineering, 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.

Earle Asphalt Company
Name of Contractor (Type or Print)

Signature/Title
Brian M. Cooper, PE
Manager of Engineering

Brian M. Cooper, PE
(Type or Print Name of Affiant)

Subscribed and Sworn before me this

8th Day of October, 2020

Debra Fraser
Notary Public
My Commission Expires

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: February 5, 1968

Name and address of Officers:

President: Walter R. Earle II 400 Laurel Avenue, Brielle, NJ 08730

Vice President: Thomas J. Earle 303 Cooper Avenue, Red Bank, NJ 07701

Secretary: Michael G. Earle 556 Navesink River Road, Red Bank, NJ 07701

Treasurer: Michael G. Earle 556 Navesink River Road, Red Bank, NJ 07701

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name?
   46 years and 6 years as Earle Asphalt & Paving Co.
2. How many years' experience in this type of construction work has your organization had? 52 years
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	Contract Amount	Date Work Completed	For Whom
A.	$ See Attached		
B.	$		
C.	$		
D.	$		
E.	$		

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

	Name and Address	Telephone No.
A.	See Attached	
B.		
C.		
D.		
E.		

EARLE ASPHALT COMPANY - (REFERENCES) PAST PROJECTS

OWNER	CONTACT	PROJECT NAME	COMPLETION	AMOUNT
Borough of Ocean Gate 801 Ocean Gate Avenue Ocean Gate, NJ 08740	c/o Remington Alan B Dittenhofer, PE 732-286-9220	Monmouth Avenue Reconstruction Phase I & Phase II	04/14	241,392.34
County of Mercer 640 South Broad Street Trenton, NJ 08611	Frank Zabawa 609-303-0708	Lawrence-Hopewell Trail Ph III	04/14	711,913.13
Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	c/o T&M Associates Glenn R. Gerken, PE 732-473-3400	Improvements to Sharon Station Road, Phase III	04/14	463,913.13
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Randolph S. Laks, Pe 732-955-8000	13th Street and Courtney Road Improvements	04/14	202,613.36
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Whispering Pines Roadway Improvements	05/14	175,156.87
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2013-B Recon/Resurf County Roads	05/14	1,818,913.13
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	2011 Road Program	05/14	202,169.53
Borough of Bay Head 81 Bridge Avenue Bay Head, NJ 08742	c/o Remington Vernick Alan Dittenhofer, PE 732-286-9220	Reconstruction of Lake Avenue	05/14	164,921.87
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing CR528 (East Veterans Highway) Jackson	06/14	350,684.28
Boro of Pt Pleasant Beach 416 New Jersey Avenue Pt Pleasant Beach, NJ 08742	c/o T&M Associates Raymond Savacool PE 732-473-3400	Boston Avenue Improvements	06/14	241,902.55
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o T&M Associates Albert D. Yodakis, Pe 732-473-3400	2012 Road Program - Various Roads	07/14	306,847.45
Township of Howell	James R. Herman, PE	Resurfacing of Aldrich Road East	07/14	867,112.52

City of Long Branch 344 Broadway Long Branch, NJ 07740	c/o Leon S. Avakian Gerald J. Freda, PE 732-922-9229	2013-14 Rdwy Improvement Program	01/15	431,133.54
Township of Neptune 25 Neptune Boulevard Neptune, NJ 07753	c/o Leon S. Avakian Peter R. Avakian, PE 732-922-9229	Improvs to Wayside Road, Ph II	03/15	238,156.65
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2014A Recon/Resurf County Roads	04/15	909,860.91
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon of CR571 (Whitesville Rd)	04/15	544,056.78
Borough of Freehold 51 W. Main Street Freehold, NJ 07728	c/o Abbington Assoc. Stephen R. Kiselick 732-212-8900	Throckmorton Street Rd Improvs	05/15	$294,933.11
Township of Millstone 470 Stage Coach Road Millstone, NJ 08501	c/o Leon S. Avakian Mehryar Shafai, PE 732-922-9229	Improvs to Stillhouse Rd Ph 1 & 2	06/15	359,506.26
Township of Lacey 818 West Lacey Road Forked River, NJ 08731	c/o O'Donnell, Stanton Michael F. O'Donnell 732-573-0490	2013 Sunrise Boulevard Rd Improv.	06/15	417,213.13
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Mory Soltani 732-625-4340	Route 72 Resurfacing	06/15	3,280,139.45
Township of Howell 251 Preventorium Road Howell, NJ 07731	c/o Maser Consulting Paul K. Nolan, PE 732-383-1950	2014 Capital Program #6	06/15	780,584.62
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Jitesh Patel 732-625-4340	Route 9 and Lacey Road, Lacey	07/15	4,103,505.87
Borough of Beachwood 1600 Pinewald Road Beachwood, NJ 08722	c/o T&M Associates James M. Oris, PE 732-473-3400	Imp to Anchor, Nautilus & Mermaid	07/15	448,724.19
Township of Howell 251 Preventorium Road Howell, NJ 07731	c/o Maser Consulting James A. Priolo 732-383-1950	2014 Capital Program #1	08/15	2,089,730.78

627 Pinewald-Keswick Rd Bayville, NJ 08721	Robert Kuhne, PE 732-389-0220			
County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-431-7760	Inter Improvs @ CR 4 & CR 46	12/15	1,200,660.92
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2014B Recon/Resurf County Roads	12/15	2,810,471.78
Borough of Manasquan 201 East Main Street Mansquan, NJ 08736	c/o Maser Consulting James A. Priolo, PE 732-383-1950	2014 Misc. Rdwy Improvements	12/15	283,915.67
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	2014 Paving Program Lake Riviera Resurfacing Phase II	03/16	882,043.84
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Contract 2014B	03/16	2,810,472.14
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Ferriero Eng. Dennis W. O'Neal PE 609-466-0002	Washington Avenue Road Improvements	03/16	391,144.73
Township of Manalapan 120 Rt 522 & Taylors Mills Rd Manalapan, NJ 07726	c/o CME Associates James Winckowski, PE 732-462-7400	Pease Road Improvements	05/16	530,879.10
Township of West Windsor 271 Clarksville Road Princeton Junction, NJ 08550	c/o BANC3, Inc. Andrew Schanck, PE 609-759-1900	Village Road Phase I	05/16	505,721.92
County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-625-4340	2014 Resurf of Various County Rds.	05/16	5,393,020.66
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Maddock, Churchill, E McGalliard Road Improvements	05/16	445,778.19
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Charlotte, Hollywood & Andrew St Road Improvements	05/16	458,021.72

Trenton, NJ 08625				
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Ferriero Eng. Dennis W. O'Neal PE 609-466-0002	West Prospect Street Road Improvements	11/16	552,352.16
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	#16 Paving Program #1 Northern Cedarcroft Section	11/16	566,458.58
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Improvements to Gloucester Drive & Pioneer Drive Drainage Ph 2	11/16	873,932.99
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	2015 Road Improvement Program	12/16	1,655,576.52
Borough of Point Pleasant 2233 Bridge Avenue Point Pleasant, NJ 08742	c/o Remington Alan B. Dittenhofer, PE 732-286-9220	Roadway Reconstruction of Bennett Avenue	12/16	425,098.25
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	South Olden Avenue - Road Improvements	01/17	551,221.46
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Daniel Hesslein, PE 732-750-5300	Placement of Pervious Placement Within Grassed Median Areas Contract P200.416	02/17	673,486.73
Township of Lawrence 2207 Lawrence Road Lawrence Township, NJ 08648	James F. Parvesse, PE 609-844-7087	2016 Road Improvement Program	03/17	1,063,170.20
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf of Certain County Rds Contract 2015E Lakehurst to CR 527	6/17	1,210,307.64
Borough of Freehold 51 West Main Street Freehold, NJ 07728	c/o Abbington Eng. (732) 431-1440	2016 Overall Roadway Improvements	06/17	497,892.68
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	2015 Road Program Phase II	06/17	1,989,769.43
Township of Berkeley	c/o Remington	Rd Recon at Pelican Point	06/17	362,746.39

County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-431-7760	2016 Resurf of Various County Rds.	12/17	3,996,388.77
Township of Eagleswood 146 Division Street West Creek, NJ 08092	c/o Owen, Little & Assoc Frank J. Little, Jr. 732-908-2695	SFY '15 Downtown Area Imps West Side of NJSH Rt 9 Thomas Ave to Willets Ave	01/18	233,695.86
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	2016 Roadway Improvement Program, #2016-046	01/18	1,308,091.39
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Pine & Spruce Street Road Improvements	01/18	294,556.37
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Alaimo Group Nelson Landon, PE 609-267-8310	Sabinas, Virgin Island & Gorginio Improvements	01/18	429,987.43
Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	Glenn Gerken, PE c/o T&M Associates 732-473-3400	FY 2016 Municipal Aid Road Program	02/18	393,822.07
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Van Cleef Eng. Herbert J. Seeburger 609-689-1100	Hopewell-Wertsville Road Ph II	03/18	303,501.34
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Improvements to Sylvan Lake Boulevard	03/18	396,237.58
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replace Jackson Mills Culvert Jackson	04/18	1,109,439.50
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf Portions of Certain County Roads, 2016A	05/18	2,721,283.06
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Washington Avenue Elevation and Restoration Project	05/18	686,061.45
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Kristin Way, Paxson Ave Ext, Stratton Drive	05/18	488,748.99

Woodbridge, NJ 07095				
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	Central Pavement Restoration/Misc. Improvements, Contract P200.396	09/18	8,991,308.32
Township of Neptune 25 Neptune Boulevard Neptune, NJ 07753	Leanne Hoffmann, PE 732-988-5200	Improvements to Brighton Avenue Force Main	10/18	330,653.47
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Ortley Beach Resurfacing and Striping Project	10/18	2,134,024.71
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o CME Associates Drew Pavlick, PE, PP	Roadway Improvements to Birchwood Park - Phase II	11/18	518,853.04
Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	c/o T&M Associates Patrick Jeffery, PE, PP 856-722-6700	2017 Capital Program	11/18	1,464,582.88
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Tindall Avenue & Redfern Street Road Improvements	11/18	614,649.06
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Fort de France Avenue Recon.	11/18	338,210.30
Township of Burlington 851 Old York Road Burlington Township, NJ 08016	Donald McAllister 609-239-5836	Mill & Overlay of Various Streets Contract 2017-12	12/18	735,675.90
City of Long Branch 344 Broadway Long Branch, NJ 07740	c/o Leon S. Avakian Louis J. Lobosco, PE 732-922-9229	2016 Roadway Improvements	12/18	1,023,662.18
Borough of Morrisville 35 Union Street Morrisville, PA 19067	c/o Gilmore & Assoc. Elora M. Das E.I.T. 215-369-3955	Plaza Boulevard Roadway Resurf. Contract #18-06003	01/19	131,888.96
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction of Hope Chapel Road CR 547, Manchester and Jackson	01/19	977,891.48
Borough of Hightstown	c/o Van Cleef Eng.	Roadway Reconstruction East Ward	01/19	371,722.91

401 Chambers Bridge Road Brick, NJ 08723	732-262-1057	Road Improvements		
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	North Beaches - Resurfacing & Striping Project	08/19	3,432,681.38
Township of Medford 17 North Main Street Medford, NJ 08055	Christopher J. Noll, PE (856) 235-7170	Skeet Road Phases II & III	09/19	555,806.02
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract A FY 2016 Mun Aid Prog. Saint Louis Ave to Baltimore Ave Avenue	10/19	307,109.96
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract B FY 2017 Mun Rd Imps Baltimore Ave to Ocean Ave	10/19	373,841.56
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Najarian Associates John Freeman, PE 732-389-0220	Stockport, Yucatan, Maison, Prince Charles	11/19	502,286,21
Township of Howell 1460 Route 9 South Howell, NJ 07731	c/o CME Associates Bennett A. Matlack, PE 732-389-0220	Howell Capital Program #2 Mill & Overlay	11/19	2,119,000.65
Brick Township BOE 101 Hendrickson Avenue Brick, NJ 08724	c/o Suburban Consult Kirk Danielson (732) 282-1776	Veterans Memorial Middle School Parking Lot Improvements	11/19	971,149.40
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2017C Recon/Resurf County Roads	12/19	3,235,196.56
Borough of Island Heights 1 Wanamaker Municpal Comp P.O. Box 797 Island Heights, NJ 08732	c/o Maser Consulting Bruce Bradford	2018 Water Main Replacement	12/19	664,418.90
West Windsor Parking Authority 64 Princeton Highstown Road Princeton Junction, NJ 08550	c/o ACT Engineers Andrew C. Birtok, PE (609) 918-0200	2019 Repaving Project	12/19	762,622.73
Township of Hopewell 201 Washington Crossing Pennington Road	c/o Van Cleef Eng. Herbert Seeburger, PE (609) 689-1100 x 1010	2018 Road Maintenance Program Various Roads, Contract 18-02	1/20	942,793.13

129 Hooper Avenue
Toms River, NJ 08754
732-929-2130

Culvert (Structure No. 1533-011)

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No
   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)? N/A
   If so, where and why? N/A

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

Name of Contract	Contracting Agency	Amount
See Attached		$
		$
		$
		$

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.
   2019 - $90,000,000.00

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

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

SCHEDULE OF WORK ON HAND

OWNER	PROJECT	CONTRACT AMOUNT
Southampton Township	2017 Local Road Program	1,032,113
Lakewood Township	Forest Drive & Shady Lane Drive	231,113
Howell Township	Preventorium Road	519,213
NJDOT	Route 18, South of Texas Road to Rues Lane	14,266,513
Florence Township	Front Street Water Main Replacement	316,613
Lakewood Township	Country Club, Tuxedo & 4th Street Imps.	326,813
Berkeley Township	Various Drainage Improvements	182,213
West Windsor Township	Alexander Road Reconstruction – Phase 3	274,513
NJDOT	Route 72 East Road	11,586,113
NJTA	GSP Interchange 109 Improvements	10,897,313
West Windsor Township	North Post Rd & Village Rd West	491,313
Ocean County	Resurfacing Contract 2018A	2,151,113
Hamilton Township	Whitehorse-Hamilton Sq Rd (Klockner to 33)	553,813
Brick Township	Roadway Improvements to Lion's Head So.	559,313
Brick Township	Roadway Improvements to Tunes Brook Dr.	243,013
Bordentown Township	2017 Road Improvement Program	619,513
Monmouth County	2018 Resurfacing of Various County Roads	7,321,513
Tinton Falls Borough	2018 Road Improvement Program	2,254,413
Ocean County	Traffic Signal Contract 2017E	786,813
Bordentown Township	2018 Road Improvement Program	759,113
Burlington City	Moorland Ave, Dickinson Rd & Hulme Street	281,113
Bordentown Township	Dept of PW Pavement Restoration Project	765,613
New Hanover Township	Recon of Bunting Bridge Road Ph I & II	384,713
Howell Township	Repaving of Cranberry Road	691,913
Monmouth Beach Borough	Borough Hall Parking Lot Improvements	87,913
JBMDL	Water Pipe Line Installation	230,513

Brick Township	Roosevelt/Harding/Truman Resurf/Drainage	562,013
Ocean County	Site Improvements @ Southern Service Center	270,713
Pt Pleasant Beach Borough	Improvements to St. Louis Avenue Phase II	485,913
Pt Pleasant Borough	Recon of Glenwood Drive and Center Street	461,713
Hopewell Township	2019 Road Maintenance Program	1,997,213
Princeton Municipality	Alexander Street & Mount Lucas Road	805,213
Trenton City	Radnor Avenue Water Main Extension	578,913
Toms River Township	2019 Township Wide Paving Program	3,916,013
Ocean County	Stormwater Management Contract 2019C	486,313
Burlington City	Lincoln and Moorland Ave Improvements	249,313
Roosevelt Borough	Homestead Lane, Cedar Court, and Elm Court	808,513
Ocean County	Traffic Signal Contract 2019A, Lakewood	1,282,513
Ocean County	Traffic Signal Upgrades, Contract 2019B, Brick	1,282,513
The College of New Jersey	2020 Paving Project	199,913
Ocean County	Barnegat Branch Trail Maintenance	161,213
Eatontown Borough	2019 Road Program	845,913
Ocean County	Horizontal Curve High Friction Surf Treatment	1,925,013
Lake Como Borough	Imps to Main Street – Ph IV & North Blvd.	661,213
Ewing Township	Silvia Street Extension	8,045,913
Ocean County	Stormwater Management Contract 2019A	768,413
Robbinsville Township	Resurfacing of Combs Road	186,613
Bordentown City	West Street Watermain Improvements	447,713
Oceanport Borough	Main St Ph 2/Inter Imps @ CR 11	1,183,513
Trenton City	Hetzel Field Pool P'Lot, 190 No. Olden Ave	881,113
Tabernacle Township	2020 Road Program Project	560,613
NJDOT	Route 195 EB	3,388,813
Southern Regional Schools	Paving/Drainage Imps @ High School	1,290,313
Township of Brick	North Lake Shore Dr, Nassau St	540,613
County of Monmouth	Rdwy Imps to Halls Mill Road	27,088,613

Berkeley Township	Guadalajara Drive Reconstruction	248,913
Moorestown Township	Sentinel Road & Farmdale Road Imps	217,413
Woodland Township	Resurfacing Sooy Place Road Ph III	221,913
Woodland Township	Woodmansie Paving	65,713
Barnegat Township	Pine Oak Boulevard Improvement Project	268,013
Hopewell Township	2020 Road Maintenance Program	1,013,313
Ocean County	Resurfacing Contract 2019D	2,282,213
Burlington City	Temple Ave, East 5th St, & West 4th St.	319,013
Sea Girt Borough	Improvements to Crescent Place	1,013,313
Lakehurst Borough	Orchard Street Resurfacing	181,413
Springfield Township	2019 Road Improvement Program	466,113
Pine Beach Borough	New Jersey Avenue	281,113
Bordentown Township	2020 Roadway Improvement Program	394,583
Southampton Township	Hawkin Road Improvements Ph II	181,913
Pemberton Township	South Lakeshore Drive	372,313
Lavallette Borough	New York Avenue Road Improvements	199,213
Ocean County	Stormwater Management Contract 2020A	1,057,713
Bordentown City	Resurfacing of West Street	192,013
Mansfield Township	Resurfacing of Railroad Avenue	191,213
Beachwood Borough	Water Main Replacement @ Var Locations	318,513
Berkeley Township	Improvements to Berkeley Roads - 2020	580,513
Berkeley Township	Beaumont Court & Shannon Court	93,513
Chesterfield Township	Resurfacing of Sykesville Road	493,413
Pt Pleasant Borough	NJDOT Shore Boulevard Reconstruction	328,013
Lakewood Township	2020 Mill & Pave Road Improvements	1,109,713
Burlington Township	Connecticut Drive Reconstruction	296,613
Trenton City	Mill and Pave at 1661 North Olden Avenue	51,113
Mount Holly Township	Holly Lane Improvements	241,313
Mount Holly Township	Smith Lane Improvements	224,513

EAC EQUIPMENT LIST

Name	Year	Make	Model	VIN	Serial No.
E100		GENERAC	QT06024KNSN	60KW-R-Panel	5217446
E102	2017	CHEVY	SUBURBAN, Rob	1GNSKJKC3HR241419	1GNSKJKC3HR241419
E107	2015	GMC	YUKON	1GKS2HKC2FR135174	
E108	2014	FORD	F150	1FTNF1CF2EKD20670	
E109	2013	CHEVROLET	EQUINOX	2GNFLEE34D6277823	
E111	2013	TOYOTA	TUNDRA	5TFDY5F1XDX315439	
E113	2012	CHEVROLET	EQUINOX	2GNFLDE57C6278717	
E114	2019	FORD	F150	1FTMF1CB3KKD58185	
E115	2013	FORD	F150	1FTFW1EF1DFA47942	
E116	2019	FORD	F150	1FTMF1CB5KKD58186	
E117	2016	FORD	EXPLORER	1FMSK8D85GGB00798	
E120	2015	FORD	EDGE SEL	2FMTK4J88FBB69740	
E121	2013	FORD	F150	1FTMF1CM2DKF01843	
E122	2019	FORD	F150	1FTEX1EP7KKD51072	
E123	2019	FORD	F-150 Std. Cab Long Bed 2wd	1FTMF1CB6KKC18020	
E124	2019	FORD	F150 R/C	1FTMF1CB2KKC00565	
E125	2014	FORD	F150	1FTFW1EF6EFB86921	
E126	2017	FORD	F150	1FTFX1EF8HKD22412	
E127	2014	FORD	F150	1FTFX1EF1EFB86922	
E128	2019	FORD	F150 S/C	1FTEX1EP3KKC42933	
E129	2012	FORD	F150	1FTMF1CM2CKD41378	
E13	1953	FORD	F100	F10R3C22775	
E130	2014	FORD	F150	1FTFX1EF5EFC16939	
E131	2016	FORD	F150	1FTFW1EF1GFC68042	
E132	2017	FORD	F150	1FTEX1EP5HFA30259	
E133	2018	FORD	F150	1FTEX1EPXJFA47290	
E134	2018	FORD	F150	1FTEW1EPXJFA47289	
E135	2018	FORD	F150	1FTEX1EP8JFA26003	
E136	2018	FORD	F150	1FTEX1EP8 JFB65581	
E137	2019	FORD	F150	1FTEX1EP5KKD51071	
E150	2018	FORD	EXPEDITION	1FMJUIJT5JEA26066	
E200	2014	DODGE	5500 RAM	3C7WRMBL6EG210154	
E202	2012	FORD	F550	1FD0X5GT3CEA48748	
E203	2014	DODGE	3500	3C7WR9CL8EG294294	
E204	2011	FORD	F550	1FD0W5GT7 BEA93046	
E205	2014	DODGE	5500	3C7WRMDL8EG174156	
E206	2018	FORD	TRANSIT	1FTYR1CMXJKB41967	
E207	2019	DODGE	5500	3C7WRNBL1KG618739	
E208	2019	DODGE	5500	3C7WRMBL3KG618770	
E209	2019	FORD	F350	1FD8X3F61KEF35626	

E275	2006	FREIGHTLINER	M2	1FVACWDC06HW47919	
E276	2006	FREIGHTLINER	M2	1FVACWDC96HV95450	
E277	2006	FREIGHTLINER	M2	1FVACWDC26HW80971	
E278	2012	FREIGHTLINER	M2	1FCVACWTD3CHBP3043	
E279	2012	FREIGHTLINER	M2	1FVACWDT0CDBP3007	
E280	2013	FREIGHTLINER	M2	1FCAVWDT1DHFF4726	
E281	2014	FREIGHTLINER	M2	3ALACWDT3EDFU7577	
E282	2012	FREIGHTLINER	M2 (Crew Box Truck)	1FVACWDT9CHBP3256	
E283	2014	FREIGHTLINER	M2	3ALACWDT2EDFZ5491	
E284	2015	Freightliner	M2-106	3ALACWDT6FDGT2818	
E285	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6232	
E286	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6234	
E287	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6233	
E288	2020	FREIGHTLINER	M2	1FVACWFE2LHLM8393	
E295	2008	PETERBILT	335	2NPLHM7X19M773746	8510790521
E296	2012	FREIGHTLINER	M2	1FVHCYBS3CDBW0739	
E297	2013	FREIGHTLINER	M2	1FVHCYBS3DHFD0044	
E298	2005	FREIGHTLINER	M2	1FVHCYDC25HU04167	
E299	1998	MACK	RD690S	1M2P264C7 WM025880	
E300	1989	MACK	RD690S	2M2P198C3 KC005974	
E301	1991	MACK	RD690SX	1M2P265C0MM008219	
E303	1991	MACK	RD690SX	1M2P265C5MM008216	
E304	1995	MACK	RD688S	1M2P267C7SM025481	
E306	2012	FREIGHTLINER	M2	1FVACXDT1CDBU0622	
E307	2012	FREIGHTLINER	M2	1FVACWDT2CDBD5158	
E308	2012	FREIGHTLINER	M2	1FVACWDT9CD BD5156	
E309	2000	MACK	RD688S	1M2P270C0 YM051901	
E310	1991	MACK	RD690SX	1M2P265C9 MM008221	
E311	1991	MACK	RD690SX	1M2P265C9MM008218	
E312	1985	MACK	RD686SX	1M2P140C7FA013114	
E313	2015	BIG TEX	140A	16VFX1826F2073098	16VFX1826F2073098
E314	2017	BIG TEX	6.5X10/35SA	16VAX1015G3084957	16E84957BT
E315	2017	BIG TEX	70PI-14XK4RG-GA	16VPX1429H3043911	
E316	2018	Diamond Cargo	8x14TA - 3500	53NBE1424J1063324	
E317	2011	GENERAC	QT060	5217446	
E318	2013	WANCO	WTSP	5F11S1013C1004067	
E319	2013	WANCO	WTSP	5F11S1012C1004738	
E320	2013	WANCO	WTSP	5F11S1014C1004739	
E321	2013	WANCO	WTSP	5F11S1010C1004740	
E322	2013	WANCO	WTSP	5F11S1012C1004741	
E323	2013	WANCO	WTSP	5F11S1014C1004742	
E324	2016	PROLINE	20 TON	5SPTD3022GW200110	
E325	2012	CHICAGO PNEUMATIC	CPG25KD	HOP100470	
E326	2011	WANCO	WTSP55LSA	5F11S1013B1003869	

E371	2004	AMERICAN SIGNAL	CMS-T33X	1A9BS331342228467	
E372	2004	AMERICAN SIGNAL	CMS-T33X	1A9BS331542228468	
E373	2005	SOLAR TECH	4048	4GM2M151351408962	
E374	2005	SOLAR TECH	SILENT SENTENIAL	4GM1A091651521040	
E375	2005	SOLAR TECH	SILENT SENTENIAL	4GM1A091151521043	
E376	2019	STEPHAN GREEN	6 TON 10' FLATBED	189E52222J1489120	6 Ton Trailer
E377	2003	TRAFCON	TC1-15S	1003SL15098	
E378	2019	STEPHAN GREEN	6 TON 10' FLATBED	1S9E52226J1489119	
E379	2003	TRAFCON	TC1-15S	1003SL15105	
E380	2017	STEPHAN GREEN	25' x 10 ton, 3 axle	1S9E10221H1489152	
E381	2017	STEPHAN GREEN	14' x 7 ton, 2 axle	1S9E52228H1489729	
E382	2005	STEPHAN GREEN	20 TON	1S920A22751489017	
E383	2005	STEPHAN GREEN	10 TON	1S910222851489030	
E384	2006	STEPHAN GREEN	25 TON	1S92520AX61489001	
E385	2015	BIG TEX	UT6.5X10-35SA	16VAX1010F3001580	For saw
E386	2015	BARTELL			MC75SH160
E388		STONE	65CM		322004073
E389	2002	SEA	8' X 20'	330255-2	
E390		CROWN MIXER	C9		
E391	2002	SOLAR TECH	SILENT MESSENGER	4GM2M151X21-408548	
E392	2002	SOLAR TECH	SILENT MESSENGER	MB3048-408407	
E393	2003	TRAFCON	TC1-15S	1003SL15104	
E394	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25228K1489004	
E395	2009	SOLAR TECH	MB23	4GM2M151491409995	
E396	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25001H1489323	
E397	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25001H1489322	
E398	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25228H1489321	
E399	2019	STEPHAN GREEN	25 Ton Flat Deck	1S9A25226K1489003	
E401	2010	ROADTEC	RP175	RP175X120	
E402	1993	BLAW KNOX	RW-195D	19517-05	
E403	2015	CATERPILLAR	AP1055F		TJ500122
E404	2008	CATERPILLAR	AP1055D	FAC00542	
E405	2008	ROADTEC	SB2500	1078	
E406	2006	CATERPILLAR	AP1000D	AP100D JEAD00147	
E408	2016	CATERPILLAR	AP1055F	TJ500494	TJ500494
E409	2017	WEILER	E2850A		E2850A-1514
E410	2017	CATERPILLAR	AP655	17M0151	0MH600285
E411	1998	CAT	AP-650B		9DN00345
E418	2019	Caterpillar	CB24B		02X401939
E419	2018	CAT	CB24		02X401479
E420	2018	CAT	CB24		02X401480
E421	2018	CAT	CB24		02X401547
E422	2010	WACKER	RT-82-SC2	5940494	
E423	2013	BOMAG	BMP8500	101720112039	

E484	2019	CAT	262D HF		CAT0262DCDTB09252
E485	2019	CAT	262D HF		CAT0262DKDTB09255
E486A	2003	CATERPILLAR	PC205		RBG00107
E489A	2007	CATERPILLAR	PC205		RBG00452
E491	2014	CATERPILLAR	262D	0DTB01276	CAT0262DHDTB01276
E491A	2016	CATERPILLAR	PC306B	PC-T01154	
E492	2014	CATERPILLAR	262D HF	DTB01470	
E492A	2014	CATERPILLAR	PC305	HFP	
E493	2017	CATERPILLAR	262D HF	17M0568	0DTB07631
E493A	2017	CATERPILLAR			
E498		FUEL TANK			
E499	2013	NORWESCO	2650	100	
E536	2013	PETERBILT	365	1NPSXPEX4DD 193196	
E537	2013	PETERBILT	365	1NPSXPEX6DD 193197	
E539	2006	PETERBILT	357	1NPAXUEX65N 866172	
E540	2006	PETERBILT	357	1NPAXUEX85N866173	
E541	2006	PETERBILT	357	1NPAXUEX86N 866174	
E542	2006	PETERBILT	357	1NPAXUEX15N 866175	
E544	2014	PETERBILT	365	1NPSXPEX6ED248703	
E545	2014	PETERBILT	365	1NPSXPEX8ED 248704	
E546	2014	PETERBILT	365	1NPSXPEXXED248705	
E547	2014	PETERBILT	365	1NPSXPEX1ED 248706	
E548	2014	PETERBILT	365	1NPSXPEX3ED 248707	
E630	2016	ATLAS COPCO	COPCO LED	YA302988XJW913538	WUX913538
E650	2016	WASTEQUIP	30YD HD		
E651	2016	WASTEQUIP	30YD HD		
E652	2017	WASTEQUIP	206738NE		
E653	2017	WASTEQUIP	206738NE		
E700	2011	CLUB CAR	PRECEDENT	PQ1137-228653	
E701	2011	CLUB CAR	PRECEDENT	PQ1137-228655	
E702	2017	WANCO	WTMMB-A		5F12S1618H1003189
E703	2017	WANCO	WTMMB-A		5F12S1614H1003190
E704	2017	WANCO	WTMMB-A		5F12S1613H1006257
E705	2017	WANCO	WTMMB-A		5F12S1617H1006259
E706	2017	WANCO	WTMMB-A		5F12S1611H1006256
E707	2017	WANCO	WTMMB-A		5F12S1610H1006863
E708	2017	WANCO	WTMMB-A	17R1017	5F12S1612H1006864
E709	2017	WANCO	WTMMB-A	17R1018	5F12S1614H1006865
E710	2017	WANCO	WTMMB-A	17R1019	5F12S1616H1006866
E711	2017	WANCO	WTMMB-A	17R1020	5F12S1618H1006867
E712	2018	WANCO	WTMMB-A	18R0414	5F12S1611J1001368
E713	2018	WANCO	WTMMB-A	18R0415	5F12S1613J1001369
E714	2018	WANCO	WTMMB-A	18R0416	5F12S161XJ1001370
E715	2017	WANCO	WTMMB-A	18R0417	5F12S1611J1001371

E977		TARGET	CONOLINE 2		
E980	2017	Duraco, Duratank	T8 8,000 Gallon Tack Tank		80943
E985	2018	CUSTOM	FUEL TANK		
E987		FUEL TANK	PORTABLE		
E991	2006	GENIE	S60	S6006-12547	
E992	2013	GENIE	S65	S6012-26533	
E993	2019	Marathon	Kera 150		
Job_Start	2018	Non Equipment	NA	NA	NA
Rental EAC					
Smalleq					
Z19-0019	2019	Bomag	BMP8500		101720132288
Z19-0035					

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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 $ One Dollar, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

Federal Insurance Company Insurance Company,
Name
202B Hall's Mill Road, Whitehouse Station, NJ 08889
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) Roadway Improvements for Millstone Road

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

Signed, sealed and dated this 18th day of September, 20 20.

Federal Insurance Company INSURANCE COMPANY
(Name)

By Joshua Sanford
(Name)
Attorney in Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel E. Begun, Bryan M. Caneschi, Michelle Anne McMahon, Tanya Nguyen, Aimee R Perondine, Kristopher Pisano, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba and Nicholas Turecamo of Hartford, Connecticut ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **28th** day of **February, 2020.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **28th** day of **February, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 18, 2020

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DocuSign Envelope ID: CCF7D358-9B25-47C6-8B4C-6EAB7BF6431E

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (429,780)	Outstanding Losses and Loss Expenses	$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	1,029,733	Other Liabilities	849,544
TOTAL INVESTMENTS	10,506,613	TOTAL LIABILITIES	11,474,327
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	1,306,881
Chubb Indemnity Ins. Co.	178,808		
Chubb National Ins. Co.	181,053	SURPLUS TO POLICYHOLDERS	4,039,335
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	2,302,210		
TOTAL ADMITTED ASSETS	$ 15,513,662	TOTAL LIABILITIES AND SURPLUS	$ 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of $508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020

DocuSigned by:
John Taylor
D28C1F6D55... Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745

Member, Pennsylvania Association of Notaries

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :
SS:
COUNTY OF Monmouth :

I, Brian M. Cooper, PE of the (City, Town, Township, Borough, etc.) of Wall in the County of Monmouth and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am Manager of Engineering of the firm of Earle Asphalt Company the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of * 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:

Earle Asphalt Company
(Name of Bidder)

(N.J.S.A. 52:34-15)

(Also type or print name of affiant under signature)
Brian M. Cooper, PE, Manager of Engineering

Subscribed and sworn to before me this

8th day of October, 2020.

Debra Fraser
Notary Public of

My commission expires _____, 20_____.

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

*West Windsor

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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: Earle Asphalt Company

Organization Address: P.O. Box 556, Farmingdale, NJ 07727

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.)**

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

Name of Individual or Business Entity		Home Address (for Individuals) or Business Address
Walter R. Earle II	33.33%	400 Laurel Avenue, Brielle, NJ 08730
Thomas J. Earle	33.33%	303 Cooper Avenue, Red Bank, NJ 07701
Michael G. Earle	33.33%	556 Navesink River Road, Red Bank, NJ 07701

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

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 and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
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.

Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	October 8, 2020

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

(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 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:

EXHIBIT B *(Cont.)*

(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:

(l) 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;

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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 Contactor 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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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
Brian M. Cooper, PE
Manager of Engineering

Signed, sealed and delivered
in the presence of

(Notarized)

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

Certification 5657

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2019 to 15-DEC-2022

EARLE ASPHALT COMPANY
1800 RT 34 BLDG 2 SUITE 205
WALL NJ 07719

ELIZABETH MAHER MUOIO
State Treasurer

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

AGREEMENT

This Contract made the _____ day of _____ , 2020 by and between the Township 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 "the 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 **ROADWAY IMPROVEMENTS For Millstone Road** Performance by the Contractor is to be completed not later than **30** 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 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.

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.

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, 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 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 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 (revise 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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

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

_____ By: _____

Gay Huber
Township Clerk

Hemant Marathe
Mayor

_____ By: _____

Contractor

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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 8th day of October, 2020

as a binding act in deed of Earle Asphalt Company
Name of Organization

Authorized Signature & Title

Brian M. Cooper, PE, Manager of Engineering
Print Authorized Signature Name & Title

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

This PREVAILING WAGE AFFIDAVIT is signed this 8th day of

October, 2020

as a binding act in deed of Earle Asphalt Company
Name of Organization

Authorized Signature & Title

Brian M. Cooper, PE, Manager of Engineering
Print Authorized Signature Name & Title

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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 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:

_____ (SEAL)
(Individual or Partnership Principal)

_____(Address)(Business Address)

_____ (SEAL)
(Individual or Partnership Principal)

_____(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

_____
(Business Address)

BY: _____

(Affix Corporate Seal)

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

_____(SEAL)

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)

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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.

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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:

_____ (SEAL)
(INDIVIDUAL)

_____ (SEAL)
(PARTNERSHIP CONTRACTOR)

BY:_____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

NEW JERSY 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 SUBSTITUED TO FULLFILL THIS REQUIREMENT.**

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

	Name	Not Registered	Registration Number
Bidder	Earle Asphalt Company		0103368
(Subcontractor)	None		
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 8th day

Of October 20 20.

Signature

Notary Public of Debra Fraser

Brian M. Cooper, PE, Manager of Engineering
Name and Title
(type or print)

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

My Commission Expires _____ 20_____.

**** 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.**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	EARLE ASPHALT COMPANY(FORMERLY* EARLE ASPHALT & PAVING CO.)
Trade Name:	
Address:	1800 ROUTE 34 WALL, NJ 07719-9168
Certificate Number:	0103368
Effective Date:	February 05, 1968
Date of Issuance:	May 02, 2019

For Office Use Only:

20190502104534718

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

PUBLIC WORK CONTRACTOR REGISTATION 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 Earle Asphalt Company		18315
(Subcontractor) None		
(Subcontractor)		
(Subcontractor)		
(Subcontractor)		

Subscribed and sworn

Before me this 8th day

Of October 20 20.

Debra Fraser

Notary Public of

Signature

Brian M. Cooper, PE, Manager of Engineering
Name and Title
(type or print)

My Commission Expires _____, 20 _____

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

Certificate Number
18315

Registration Date: 05/06/2019
Expiration Date: 05/05/2021

State of New Jersey

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

Public Works Contractor Registration Act

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

Earle Asphalt Company

2019

Responsible Representative(s):
Walter Earle II, President
Michael Earle, Secretary

Responsible Representative(s):
Thomas Earle, Vice-President

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

NON TRANSFERABLE

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

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Roadway Improvements for Millstone Road **Bidder/Offeror:** Earle Asphalt Company

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

☒ 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**

☒ 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. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide, 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: N/A 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. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with West Windsor Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Brian M. Cooper, PE Signature: _____

Title Manager of Engineering Date: October 8, 2020

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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 MUOK
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.	AK Makina Ltd.
2.	Amona
3.	Bank Markazi Iran (Central Bank of Iran)
4.	Bank Mellat
5.	Bank Melli Iran
6.	Bank Saderat PLC
7.	Bank Sepah
8.	Bank Tejarat
9.	China International United Petroleum & Chemicals Co., Ltd. (Unipec)
10.	China National Offshore Oil Corporation (CNOOC)
11.	China National Petroleum Corporation (CNPC)
12.	China National United Oil Corporation (ChinaOil)
13.	China Oilfield Services Limited
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Daelim Industrial Co.
17.	Indian Oil Corporation
18.	Kingdream PLC
19.	Naftiran Intertrade Company (NICO)

20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SK Energy Co. Ltd.
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: January 15, 2020

ROADWAY IMPROVEMENT PLAN
For
Millstone Road

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 thereunto, 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
Brian M. Cooper, PE
Manager of Engineering

Signed, sealed and delivered
in the presence of
_____
(Notarized)

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024