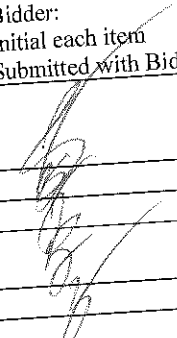
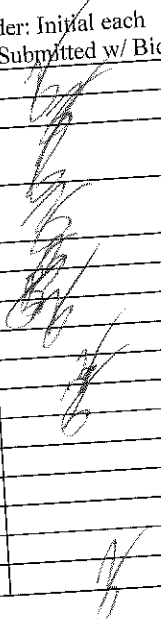


BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF WEST WINDSOR
(Pursuant to N.J.S.A. 40A:11-23.1b)

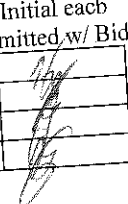
A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each item Submitted with Bid
<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
<input checked="" type="checkbox"/>	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
<input checked="" type="checkbox"/>	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	


B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid		Bidder: Initial each Item Submitted w/ Bid
<input checked="" type="checkbox"/>	Bid Document Submission Checklist	
<input checked="" type="checkbox"/>	Completed and signed Bid Forms and Items	
<input checked="" type="checkbox"/>	Acknowledgement of receipt of changes to Bid document Form (if required)	
<input checked="" type="checkbox"/>	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
<input checked="" type="checkbox"/>	Contractors Qualification Questionnaire	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit (must be notarized)	
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	
<input checked="" type="checkbox"/>	Hold Harmless Agreement	
<input checked="" type="checkbox"/>	Prevailing Wage Affidavit	
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
<input checked="" type="checkbox"/>	Contractor's Release	
	Americans with Disabilities Act	

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	
<input checked="" type="checkbox"/>	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	
<input checked="" type="checkbox"/>	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	

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

Name of Bidder: Top Line Construction, Corp.
By Authorized Representative: Steve Castela, President
Signature: 
Print Name and Title: Steve Castela, President
Date Signed: 1-22-23

BID FORM and BID ITEMS

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

RE: **WEST WINDSOR TOWNSHIP**
FY2023 Community Park Grant Trail Resurfacing
at West Windsor Community Park

This Bid will not be accepted after **2:30 pm** prevailing time on **Wednesday, January 22, 2025** at which time all Bids will be publicly opened and read.

Top Line Construction, Corp.

Name of Firm Submitting Bid

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

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

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

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

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

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

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

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."

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>TOTAL EXTENSION</u>
<u>BASE BID - AREA "A"</u>			
A-1	Section 158	SILT FENCE 300 Linear Feet	\$ 3.00
		* 0.01	
		<u>One Cent</u> (Write out unit price)	
A-2	Section 160	ASPHALT PRICE ADJUSTMENT 5,000 Dollars	\$5,000.00
		Five Thousand Dollars	
A-3	Section 160	FUEL PRICE ADJUSTMENT 5,000 Dollars	\$5,000.00
		Five Thousand Dollars	

A-4	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK 80 Square Yards	\$26.60	\$2,128.00
		<u>Twenty-Six Dollars & Sixty Cents</u> (Write out unit price)		
A-5	Section 401	MILLING, 2" DEPTH 4,675 Square Yards	\$8.36	\$39,083.00
		<u>Eight Dollars & Thirty-Six Cents</u> (Write out unit price)		
A-6	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 575 Tons	\$136.50	\$78,487.50
		<u>One Hundred Thirty-Six Dollars & Fifty Cents</u> (Write out unit price)		
A-7	Section 802	TRIMMING EXISTING TREE (IF & WHERE DIRECTED) 7 Units	\$577.51	\$4,042.57
		<u>Five Hundred Seventy-Seven Dollars & Fifty-One Cents</u> (Write out unit price)		
A-8	Section 802	TREE MAINTENANCE, ROOT PRUNING (IF & WHERE DIRECTED) 13 Units	\$236.25	\$3,071.25
		<u>Two Hundred Thirty-Six Dollars & Twenty-Five Cents</u> (Write out unit price)		
A-9	Section 804	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU' 2,300 Square Yards	\$15.12	\$34,776.00
		<u>Fifteen Dollars & Twelve Cents</u> (Write out unit price)		

BASE BID - AREA "A" TOTAL:

\$171,591.3

ADD ALTERNATE 1 - AREA "B"

B-1	Section 158	SILT FENCE 100 Linear Feet	\$0.01	\$1.00
		<u>One Cent</u>		
		(Write out unit price)		
B-2	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK 50 Square Yards	\$26.60	\$1,330.00
		<u>Twenty-Six Dollars + Sixty Cents</u>		
		(Write out unit price)		
B-3	Section 401	MILLING, 2" DEPTH 1,250 Square Yards	\$7.00	\$8,750.00
		<u>Seven Dollars + Zero Cents</u>		
		(Write out unit price)		
B-4	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 155 Tons	\$136.50	\$21,157.50
		<u>One Hundred Thirty-Six Dollars + Fifty Cents</u>		
		(Write out unit price)		
B-5	Section 804	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU' 625 Square Yards	\$15.12	\$9,450.00
		<u>Fifteen Dollars + Twelve Cents</u>		
		(Write out unit price)		

ADD ALTERNATE 1 - AREA "B" TOTAL:

\$40,688.50

ADD ALTERNATE 2 - AREA "C"

C-1	Section 158	SILT FENCE 100 Linear Feet	\$0.01	\$1.00
		<u>One Cent</u>		
		(Write out unit price)		

C-2	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK 25 Square Yards	\$26.60	\$665.00
		<u>Twenty-Six Dollars +</u> <u>Sixty Cents</u>		
		(Write out unit price)		
C-3	Section 401	MILLING, 2" DEPTH 760 Square Yards	\$7.00	\$5,320.00
		<u>Seven Dollars + Zero Cents</u>		
		(Write out unit price)		
C-4	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 100 Tons	\$136.50	\$13,650.00
		<u>One Hundred Thirty-Six</u> <u>Dollars + Fifty Cents</u>		
		(Write out unit price)		
C-5	Section 804	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU' 370 Square Yards	\$15.12	\$5,594.40
		<u>Fifteen Dollars + Twelve Cents</u>		
		(Write out unit price)		
		ADD ALTERNATE 2 - AREA "C" TOTAL:		\$25,230.40
		ADD ALTERNATE 3 - AREA D1, D2"		
D-1	Section 158	SILT FENCE 100 Linear Feet	\$0.01	\$1.00
		<u>One Cent</u>		
		(Write out unit price)		
D-2	Section 401	REMOVAL OF PAVEMENT 50 Square Yards	\$112.00	\$5,600.00
		<u>One Hundred Twelve</u> <u>Dollars + Zero Cents</u>		
		(Write out unit price)		

D-3	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK		
Section 302	25 Square Yards	\$26.60	\$665.00
	Twenty-Six Dollars & Sixty Cents		
	(Write out unit price)		
D-4	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK		
Section 401	10 Tons	\$200.00	\$2,000.00
	Two Hundred Dollars & Zero Cents		
	(Write out unit price)		
D-5	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'		
Section 804	30 Square Yards	\$15.12	\$453.60
	Fifteen Dollars & Twelve Cents		
	(Write out unit price)		
D-6	TREE MAINTENANCE, ROOT PRUNING (IF & WHERE DIRECTED)		
Section 802	10 Units	\$236.25	\$2,362.50
	Two Hundred Thirty-Six Dollars & Twenty-Five Cents		
	(Write out unit price)		
	ADD ALTERNATE 3 - AREA "D1, D2" TOTAL:		\$11,082.10
B	TOTAL BASE BID		\$171,591.32
B *	TOTAL BASE BID + ALTERNATE #1		\$212,279.82
B **	TOTAL BASE BID + ALTERNATE #2		\$196,821.72
B ***	TOTAL BASE BID + ALTERNATE #3		\$182,673.42
B * **	TOTAL BASE BID + ALT. #1 + ALT. #2		\$237,510.22

B * ***

TOTAL BASE BID + ALT. #1 + ALT. #3

\$ 223,361.92

B ** ***

TOTAL BASE BID + ALT. #2 + ALT. #3

\$ 207,903.82

B * ** ***

TOTAL BASE BID + ALT.#1 + ALT.#2 + ALT.#3

\$ 248,592.32

If a Corporation,

Name of Contractor

Top Line Construction, Corp.

Signature of Bidder

[Handwritten Signature]

Steve Castela, President Name

Title

Business Address

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

Incorporated under the Laws of the State of

NJ

President

Steve Castela, President

(Name)

(Title)

Secretary

Mark Castela, Secretary

(Name)

(Title)

Treasurer

Steve Castela

(Name)

(Title)

Dated:

1-22-25

(Affix Corporation Seal Here)

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

Name of Company

Signature of Bidder

N/A

(Name)

(Title)

Names and Addresses of Members of Company

Steve Castela, President

190 Stanton Rd., Lebanon NJ 08833

Mark Castela, Secretary

1016 Cim Rd., Bridgewater, NJ 08880

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

**TOWNSHIP OF WEST WINDSOR
FY2023 Community Park Grant Trail Resurfacing
at West Windsor Community Park**

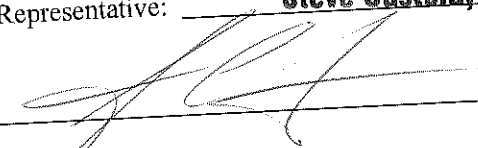
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the 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			

Acknowledged by Bidder

Name of Bidder: Top Line Construction, Corp.

By Authorized Representative: Steve Castela, President

Signature: 

Print Name and Title: Steve Castela, President

Date: 1-22-25

See attached

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and _____ as Surety, are
hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of
_____ (\$ _____) for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, _____ day of _____, 20__.

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

FY2023 Community Park Grant Trail Resurfacing at West Windsor Community Park

NOW THEREFORE,

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

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

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

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

BY: _____
Witness

_____ Principal

_____ Surety

BY: _____
Witness

_____ Attorney-in-Fact

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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.

LIST OF SUBCONTRACTORS

TITLE OF BID: FY2023 Community Park
Grant Trail Resurfacing

NAME OF BIDDER: **Top Line Construction, Corp.**

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

Plumbing and Gas Fitting and All Kindred Work:

Name NONE Phone # _____

Address _____

License Number _____

Electrical Work:
Name NONE Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:
Name NONE Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:
Name NONE Phone # _____

Address _____

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

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

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

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

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

Top Line Construction, Corp.

Name of Contractor (Type or Print)

Signature/Title

Steve Castela, President

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

22nd Day of January, 2025

Notary Public

My Commission Expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353898
My Commission Expires 12/29/2026

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1-23-1991
 Name and address of Officers: **Top Line Construction, Corp.**
 President: **Steve Castela, President**, 190 Stanton Rd., Lebanon, NJ 08833
 Vice President: **Mark Castela, Vice President**, 1016 Cairn Rd., Bridgewater, NJ 08807
 Secretary: **Mark Castela, Secretary**
 Treasurer: Steve Castela

CONTRACTOR'S EXPERIENCE

- How many years has your organization been in business as a general contractor under your present business name? 33 yrs.
- How many years' experience in this type of construction work has your organization had? _____
- What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

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

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

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

- 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)? _____

If so, where and why? _____

N/A

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

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

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

\$ 31,000,000.00

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

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

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? No If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.

10. During the previous five (5) calendar years, has your organization failed to pay a subcontractor or supplier for work satisfactorily performed within thirty (30) days of receiving payment from the owner or client for

that work? No If YES, provide information regarding all payment delays on a separate piece of paper and attach to this Questionnaire.

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

See attached

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____ Insurance Company,
Name

Address

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

for (Project) _____

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

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

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

NON-COLLUSION AFFIDAVIT

STATE OF NJ :

COUNTY OF Somerset :

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

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

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

Top Line Construction, Corp.

(Name of Bidder)

(Also type or print name of affiant under signature)
Steve Castela, President

Subscribed and sworn to before me this

22nd day of January, 2025

Notary Public of NJ 

My commission expires _____

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: TOP LINE CONSTRUCTION CORP.
22 FIFTH STREET
SOMERVILLE, NJ 08876

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address
Steve Castela, President	190 Stanton Road, Lebanon, NJ 08833
Mark Castela, Secretary	1016 Crim Rd, Bridgewater, NJ 08807

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

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

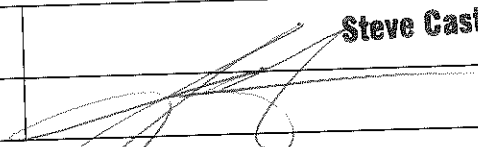
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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	Address

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 Township of West Windsor 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 the Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Castela	President	Title:
Signature:		Date:	1-22-25

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

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

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

EXHIBIT B (Cont.)

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

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

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

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

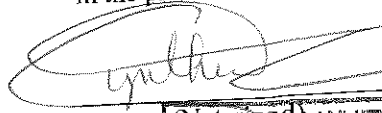
The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

Signed by


Successful Bidder / Contractor
Steve Castela, President

Signed, sealed and delivered
in the presence of


NOTARITA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

AGREEMENT

This Contract made the _____ day of _____, 2025 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 **FY2023 Community Park Grant Trail Resurfacing at West Windsor Community Park**. Performance by the Contractor is to be completed not later than **60** 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, and Environment Impairment 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 been 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

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 *Seven Hundred Fifty Dollars (\$750.00)* per day for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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

Section 10. General Conditions.

- 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.

TOWNSHIP OF WEST WINDSOR

ATTEST:

 Allison D. Sheehan
 Township Clerk

By: _____
 Hemant Marathe
 Mayor

By: _____
 Contractor

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 22nd day of January, 2025

as a binding act in deed of

Top Line Construction, Corp.

Name of Organization

Authorized Signature & Title

Steve Castela, President

Print Authorized Signature Name & Title

PREVAILING WAGE AFFIDAVIT

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

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

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

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

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

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

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.

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

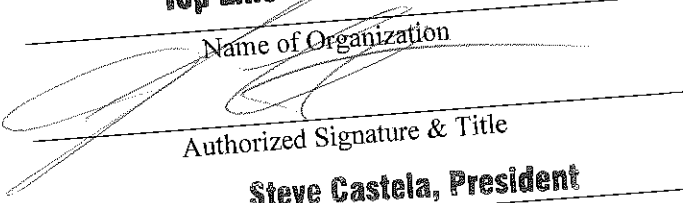
issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

This PREVAILING WAGE AFFIDAVIT is signed this 27th day of January, 2024

as a binding act in deed of

Top Line Construction, Corp.

Name of Organization



Authorized Signature & Title

Steve Castela, President

Print Authorized Signature Name & Title

NEW JERSEY STATUTORY
PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)
as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto
as Obligee, in the penal sum of _____ (\$ _____)

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

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

the _____ day of _____, 20 _____

enter into a contract with _____

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

NOW, if the said _____

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

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

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

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

ATTEST:

Witness

Principal

Witness

Surety

NEW JERSEY STATUTORY
PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)
as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto
as Obligee, in the penal sum of _____ (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on
the _____ day of _____, 20 _____

enter into a contract with _____
for _____
which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____
shall well and faithfully do and perform the things agreed by them to be done and performed according to
the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in
full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

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

ATTEST:

Witness

Principal

Witness

Surety

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____
(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____
(Here insert the legal title of SURETY)

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

as SURETY are held and firmly bound into _____
(Here insert the name or legal title and address of OWNER)

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

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

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

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

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which
may develop during a period of **two (2) years** from the date of completion, and acceptance of the WORK
performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by
defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall
be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT
DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the
CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or
additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance
of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of
either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS
and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by

the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

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

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____ (Corporate PRINCIPAL)

(Business Address)

BY: _____
(Affix Corporate Seal)

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

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

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

Of _____ (Company)

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

_____ (Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: _____ SS: _____

COUNTY OF: _____

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

and appeared _____ to me known, who,

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

_____ and
that he is the _____ of _____;

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

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____ SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

_____(SEAL)

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

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

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

_____ (Contractor)

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

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

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated _____, 20____, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, _____
(Contractor)

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

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 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 N.J.S.A. 52:33-44.

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

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

	Name	Not Registered	Registration Number
Bidder	top Line Construction, Corp.	_____	<u>0573860</u>
(Subcontractor)	<u>NONE</u>	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this 22nd day
 Of January 2025.

Cynthia Whitesell

[Signature]
 Signature

Notary Public of NS

Steve Castela, President

Name and Title
 (type or print)

My Commission Expires _____

CYNTHIA WHITESELL Notary Public, State of New Jersey Commission # 2353998 My Commission Expires 12/29/2026

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, 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 N.J.S.A. 34:11-56.48.

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

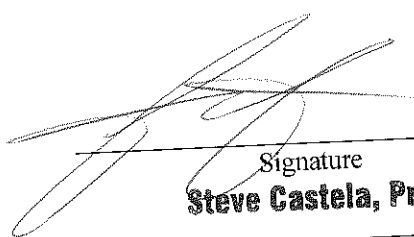
	Name	Not Registered	Registration Number
Bidder	Top Line Construction, Corp.	_____	<u>614639</u>
(Subcontractor)	<u>N/A</u>	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this 22nd day
of January 2025.

Cynth

Notary Public of NJ



Signature
Steve Castela, President

Name and Title
(type or print)

My Commission Expires _____

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

Disclosure of Investment Activities in Iran

Person or Entity

Steve Castela, President

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


N/A

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Steve Castela, President		
Signature		Date	1-22-25

AMERICANS WITH DISABILITIES ACT

MANDATORY LANGUAGE

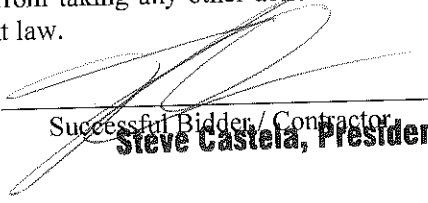
Equal Opportunity for Individuals with Disabilities

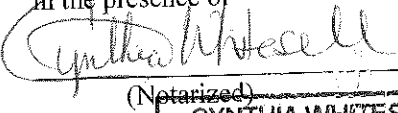
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signed by 
Successful Bidder/ Contractor
Steve Castela, President

Signed, sealed and delivered
in the presence of


(Notarized)
CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

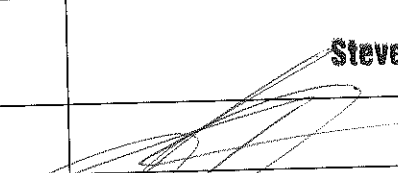
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	TOP LINE CONSTRUCTION CORP.
Physical Address of Individual or Organization	22 FIFTH STREET SOMERVILLE, NJ 08876
Unique Entity ID (if applicable)	623378940
CAGE/NCAGE Code (if applicable)	7D4M8
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Steve Castela, President	Title:	
Signature:		Date:	1-22-25

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	

OR

<input checked="" type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
-------------------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

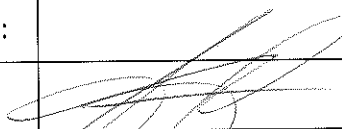
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	N/A
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Castela, President		
Signature:		Date:	1-22-25

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

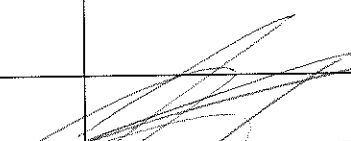
****Add additional sheets if necessary****

OR	
<input checked="" type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
	N/A

****Add additional Sheets if necessary****

OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification	
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	Steve Castela, President
Signature:	
Title:	President
Date:	1-22-25

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Top Line Construction Corp. as Principal, and Great American Insurance Company as Surety, are
hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of
10% of amount bid not to exceed \$20,000.00 (\$ _____) for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 21st day of January, 2025.

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

FY2023 Community Park Grant Trail Resurfacing at West Windsor Community Park

NOW THEREFORE,

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

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

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

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

BY: _____
Cindy White Witness

BY: _____
Adriana Giannichele Witness

Top Line Construction Corp.
Principal

Steve Castela, President
Great American Insurance Company
Surety

Lisa Nosal Attorney-in-Fact

CONSENT OF SURETY

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

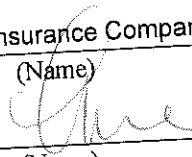
Great American Insurance Company Insurance Company,
Name
301E. Fourth Street, Cincinnati, OH 45202 Address

exists under the laws of the State of Ohio 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) FY2023 Community Park Grant Trail Resurfacing at West Windsor Community Park is awarded to (Bidder) Top Line Construction Corp.

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

Signed, sealed and dated this 21st day of January, 20 25.

Great American Insurance Company INSURANCE COMPANY
(Name)

By 
(Name)
Lisa Nosal Attorney in Fact

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 22071

POWER OF ATTORNEY

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

DONALD GOETZ ROBERT CULNEN MARK CULNEN LISA NOSAL LOUIS VLAHAKES PAMELA J. BOYLE	Name ADRIANA GIAMMICHELE	Address ALL OF MENDHAM, NEW JERSEY	Limit of Power ALL \$100,000,000
---	-----------------------------	--	--

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of MARCH 2024

GREAT AMERICAN INSURANCE COMPANY

Mark Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)



Stephen C. Beraha

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this 28TH day of

MARCH

2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 21st day of January 2025



Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN
INSURANCE GROUP

301 East 4th Street
Cincinnati, OH 45202

GAIg.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2023**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 5,823,826,242	Unpaid losses and loss expenses.....	\$ 5,894,983,582
Stocks.....	1,237,341,409	Reserve for underwriting expenses.....	409,340,848
Mortgage loans on real estate.....	710,228,304	Reserve for unearned premiums.....	2,012,834,616
Real estate (net of encumbrances).....	2,008,971	Ceded reinsurance premiums payable.....	204,344,750
Cash and short-term investments.....	468,843,467	Funds held under reinsurance treaties.....	889,667,448
Other invested assets.....	2,338,668,473	Provision for reinsurance.....	37,574,400
Receivable for securities.....	474,176	Retroactive reinsurance ceded.....	212,548,188
Investment income due and accrued.....	60,912,415	Other liabilities.....	9,604,213,759
Agents' and premium balances.....	867,397,942	Total liabilities.....	
Reinsurance recoverable on loss payments.....	146,881,301		
Federal income taxes.....	14,682,309	Capital stock.....	\$ 15,440,600
Net deferred tax asset.....	34,470,095	Paid in surplus.....	903,529,318
Receivable from affiliates.....	28,828,823	Special surplus funds.....	57,081,006
Receivable from Federal Crop Insurance Corporation.....	747,280,659	Unassigned funds.....	2,211,194,704
Company owned life insurance.....	197,050,712	Policyholders' surplus.....	3,187,245,628
Funds held as collateral.....	47,607,564		
Funded deductibles.....	33,104,908		
Other admitted assets.....	34,841,617		
		Total.....	\$ 12,791,459,387
Total.....	\$ 12,791,459,387		

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

STATE OF OHIO
COUNTY OF HAMILTON

Judith E. Gill, Vice President and Controller, and Stephen Baraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9306); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2023.

Subscribed and sworn to before me

this 28th day of February, 2023.

Valerie Smith
Public Notary

Judith E. Gill
Controller

Stephen Baraha
Assistant Secretary



VALERIE SMITH
Notary Public
State of Ohio
My Comm. Expires
October 17, 2026

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

(name of surety(ies) GREAT AMERICAN INSURANCE COMPANY

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

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2023, (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by Ernst & Young LLP, 250 E. 5th Street, Cincinnati, Ohio 45202 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

SURETY COMPANIES(Y) Great American Insurance Company

CAPITAL AND SURPLUS \$3,187,245,627

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein on July 1, 2024 (most recent calendar year available) is as follows:

SURETY COMPANIES(Y) Great American Insurance Company

LIMITATION \$313,983,000

(4) The amount of the bond to which the statement and certification is attached is \$ 10% of amount bid not to exceed \$20,000.00 (fill in bond amount)

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

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

REINSURER ADDRESS AMOUNT

and;

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

CERTIFICATE

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

I, Jamie Neuspickle, as Divisional Vice President - Bond Division for Great American Insurance Company, a corporation domiciled in Ohio, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

(Signature of certifying agent/officer) Jamie Neuspickle (Printed name of certifying agent/officer) Vice President (Title of certifying agent/officer)

Dated: January 21, 2025 (fill in month, day, year)



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

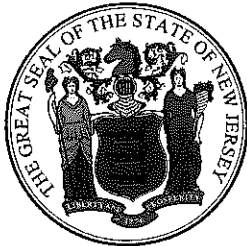
Date: May 02, 2024

NAIC Company Code: 16691

THIS IS TO CERTIFY THAT THE **GREAT AMERICAN INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2025, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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

- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



JUSTIN ZIMMERMAN

**ACTING COMMISSIONER
OF BANKING AND INSURANCE**

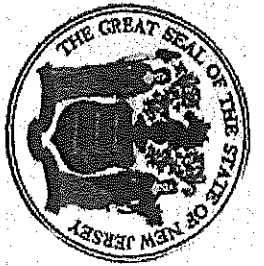
**COMPANY NAME: GREAT AMERICAN INSURANCE COMPANY NAIC COMPANY
CODE: 16691**

**STATUTORY HOME ADDRESS:
301 E FOURTH STREET
CINCINNATI, OH 45202**

**SPECIAL CONDITIONS:
Certificate: LOB 23 - OTHER (P/C): SUPPLEMENTAL INVOLUNTARY UNEMPLOYMENT
INSURANCE.**

Certificate Number
614639

Registration Date: 05/13/2024
Expiration Date: 05/12/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

Top Lin
2024 or thereon
Prp.

Responsible Representative(s):
Steve B Castela, President

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

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TOP LINE CONSTRUCTION CORP.
Trade Name:
Address: 22 FIFTH STREET
SOMERVILLE, NJ 08876
Certificate Number: 0573860
Effective Date: February 25, 1991
Date of Issuance: April 23, 2015

For Office Use Only:

20150423122259412

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08695

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

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

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

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

Michael J. King
Acting Director, Division of Taxation

Tax Registration No.: XXX-XXX-3467000
Tax Effective Date: 04-01-10
Document Local No.: B0000313486
Date Issued: 10-12-10

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

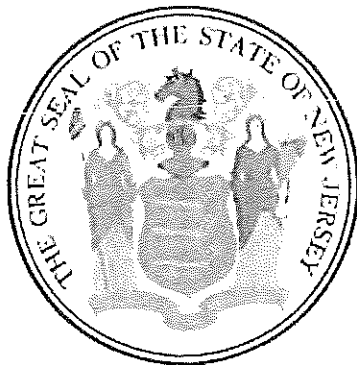
under the

Small Business Set-Aside Act

This certificate acknowledges TOP LINE CONSTRUCTION CORP. as a Category Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Deputy Director

Issued: 1/26/2021

Certification Number: A0137-43

*Expiration: 1/25/2026

*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years



State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Acting Commissioner

TAHESHA L. WAY
Lt. Governor

March 8, 2024

Ms. Bonnie Willson
D/ESBE Officer
Top Line Construction Corp.
22 Fifth Street
Somerville, NJ 08876

Dear Ms. Willson:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning, March 8, 2024 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

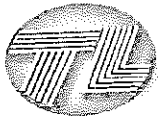
Vicki Tilghman-Ansley
Director
Division of Civil Rights and Affirmative Action

VT-A/smm
c: File

TOP LINE CONSTRUCTION, CORP.
SHAREHOLDER'S DISCLOSURE

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

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



TOP LINE
CONSTRUCTION CORP.

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

Steve Castela, 50%, President/Treasurer of Top Line Construction Corp., 25 years of construction experience in various and management capacities.

Mark Castela, 50%, Vice President, Secretary of Top Line Construction Corp., 25 years of construction experience in various and management capacities.



TOP LINE
CONSTRUCTION CORP.

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

RESOLUTION TO SIGN AND SUBMIT DOCUMENTS

TOP LINE CONSTRUCTION CORP.

Resolved, the following named officers/shareholders/owners:

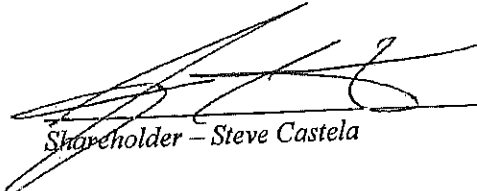
Steve Castela, President, Treasurer

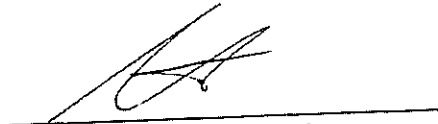
Mark Castela, Vice President, Secretary

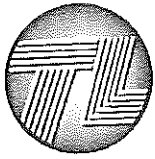
Be and hereby are authorized and empowered to sign and submit all bids or proposals and further that said officers/shareholders/owners are authorized to execute contracts or any other agreements or bonds or statements necessary for the fulfillment of obligations incurred by the acceptance of the owners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

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

Date of Resolution: January 6, 2017


Shareholder - Steve Castela


Shareholder - Mark Castela



TOP LINE

CONSTRUCTION CORP.

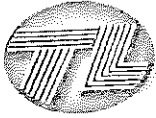
HEAVY EQUIPMENT - HEAVY EQUIPMENT - HEAVY EQUIPMENT

HEAVY EQUIPMENT LIST			
#	MAKE	MODEL	YEAR
BACKHOES			
B12	CAT	420EIT	2007
B13	John Deere	410J	2012
B14	CAT	420FIT	2013
B15	John Deere	410K	2015
B16	CAT	420FIT	2016
B17	Case	580SN Loader	2016
B18	CAT	420F2 IT Loader	2018
B19	Case	580SN Loader	2018
B20	Caterpillar	420XEIT	2020
B21	John Deere	410L	2021
B22	Case	580SN Loader	2023
DOZERS			
D1	CAT	D4GXL	2003
EXCAVATORS			
E1	Komatsu	PC150LC-6K	1998
E3	Komatsu	PC228USLC-3EO	2006
E4	Komatsu	PC138USLC-8	2008
E5	Komatsu	PC55MR-3	2011
E6	Komatsu	PC55MR-3	2011
E7	Komatsu	PC88MR-10	2017
E8	Komatsu	PC55MR-5	2022
ROLLERS			
R1	Wacker	RD-11	2002
R6	Ingersl Rand	DD-70	2006
R9	CAT	CB-34	2011
R10	Hamm	HD120VV	2012
R11	Hamm	HD120IVO	2015
R12	Caterpillar	CB-64B	2017
R13	Hamm	HD14iVV	2017
R14	Wacker	RD12A	2018
R15	CAT	CB-64B	2015
R16	Hamm	HD12VV	2018
R17	CAT	CB10	2021
R18	Wacker	RTLX-SC3	2021
LOADERS			
L1	CAT	950	1995
L2	CAT	928 G	2005
MILLERS			
M4	Wirtgen	W250	2012
M5	Wirtgen	W210i	2015
M6	Wirtgen	W250	2019
M7	Wirtgen	W250Fi	2021
PAVERS			
P4	Caterpillar	AP1055F	2017
P5	Caterpillar	AP655D	2015
P6	Caterpillar	AP1055F	2021
SKIDSTEERS			
S1	CAT	262C	2007



PROJECT REFERENCES

PROJECT	OWNER	CONTRACT VALUE	CONTACT	AFFILIATION	PHONE NUMBER
2024-5 Roadway Improvement Project	Township of Bridgewater	\$1,300,932.79	Tony Gallo	Bridgewater Township Engineering Dept.	(908) 725-6300
Contract 1 - Corridor Improvements to Cranbury-So. River Road	County of Middlesex	\$3,008,871.39	Ed Kuchie	Middlesex County Engineering Dept.	(732) 745-4026
Surface Treatment, Resurfacing & Safety Improvements of CR519	County of Hunterdon	\$1,588,465.13	Tom Mathews	Hunterdon County Engineering Dept.	(908) 788-1227
2024 Road Maintenance Program	Township of Hopewell	\$1,552,015.24	Herb Seeburger	Van Cleef Engineering	(609) 689-1100
Milling & Resurfacing Green Pond Road	County of Morris	\$1,086,136.00	Rich Johnson	Morris County Engineering Dept.	(973) 285-6752
Road Maintenance Program XVII	Township of Plainsboro	\$1,324,280.72	Paulo Benatti	CME Associates	(732) 727-8000



TOP LINE
CONSTRUCTION CORP.

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

Credit and Trade References

Tax Identification #: 223089346
Date Incorporated: 1/23/1991
State Incorporated: New Jersey

Officers/Owners:

President: Steve Castela Email Address: scastela@toplineconstruction.com
Owner: 50%
190 Stanton Road, Lebanon, NJ 08833
Vice Pres: Mark Castela Email Address: mcastela@toplineconstruction.com
Owner: 50%
1016 Crim Road, Bridgewater, NJ 08807

Bank Information:

TD Bank: 560 Route 22 East, Bridgewater, NJ 08807
Bryan Puzzo: 908-947-4033 (phone) 908-947-4052 (fax)

Insurance Agency:

The Hamilton Group LLC: 3 Wing Drive, Cedar Knolls, NJ 07927
David Page: 973-292-2292 (phone) 973-292-2443 (fax)

Bonding Company:

Great American Insurance Co.,: 580 Walnut Street, Cincinnati, OH 45202-3180
(Agent: G & G Consultants, LLC, 4043 Breaknock Road, Bumpass, VA 23024)

Trade References:

1. Weldon Materials: 141 Central Avenue, Westfield, NJ 07090
Phone: 908-233-4444 Fax: 908-233-8486
2. Stavola Construction Materials: PO Box 482, Red Bank, NJ 07701
Phone: 732-542-2328 Fax: 732-356-4284
3. Trap Rock Industries, Inc.: PO Box 419, Kingston, NJ 08528
Phone: 609-924-0300 Fax: 609-252-8817
4. Tilcon New York, Inc.: 625 Mt. Hope Road, Wharton, NJ 07885
Phone: 800-789-7625 Fax: 908-325-0043



Work on Hand Schedule

Date of Report: 12/31/2023

Uncompleted Contracts

Name of Owner or General Contractor	Contract Description	Contract Price Plus Changed Orders	Original Estimated Cost Plus Cost of Changed Orders	Total Billed to Date Incl. Retainage	Total Costs (Direct) to Date	Estimated Cost to Complete	Estimated Completion Date
Bonded Contracts on Hand							
Bridgewater Township	2023-4 Road Improvement Project	1,103,765.40	938,217.59	932,969.37	654,478.01	145,193.63	5/31/2024
Bridgewater Township	2023-6 Road Improvement Project	1,014,857.97	862,629.27	821,328.97	655,666.92	164,499.65	5/31/2024
Bridgewater Township	Branch Road and Edgewood Drive Railway Imp. Pjt	768,347.16	630,044.67	556,876.13	404,403.45	173,406.24	5/31/2024
Bridgewater Township	Foxcroft Road & Spring Valley Railway Imp. Pjt	651,677.93	508,308.79	987,044.97	758,149.24	506,146.56	6/30/2024
Central Jersey Airport Services, Inc.	Runway 7-25 Rehabilitation and Lighting	1,635,950.81	1,276,041.63	102,241.09	63,358.80	211,437.67	4/30/2024
Delaware Township	Lambert Road Improvements - Ph I & II	404,294.91	283,006.44	110,604.60	59,892.39	14,116.82	4/30/2024
Delaware Township	Severns Way Roadway Improvements	130,771.48	91,540.04	448,203.56	295,186.86	203,465.21	5/31/2024
Highland Park Borough	Improvements to Riverview Avenue	738,868.15	591,094.52			219,657.80	5/31/2024
Hopewell Borough	East Grand Street Improvement Project	281,612.56	219,657.80			269,684.77	5/31/2024
Hopewell Borough	Mercer St, Newell Place & Walnut St. Road Imp.	337,105.96	269,684.77			323,282.54	5/31/2024
Lopatcong Township	Upper Belvidere Road (CR676) Transportation Project	380,332.40	286,659.27			777,528.88	5/31/2024
Mendham Township	Woodland Road Improvements	1,952,737.58	1,698,881.69	1,059,026.22	940,944.80	1,718,669.30	7/31/2024
Meluchten Borough	Woodlawn 2023 Road Program	1,953,033.29	1,718,669.30			612,806.29	6/30/2024
Middlesex County	Meluchten 2023 Road Program	3,008,871.39	2,677,895.54	2,320,325.00	2,232,152.65	1,895,611.45	5/31/2024
Middlesex County	Contract 1 - Corridor Imp. Cranbury-So. River Rd.	2,184,201.88	1,900,255.64	24,659.00	27,371.49	482,430.48	6/30/2024
Middlesex County	Intersection Imp to Fern & Canbury Rd	1,118,510.22	917,178.38	500,009.60	377,107.24	381,826.60	6/30/2024
Montgomery Township	2023 Road Improvements	477,283.25	381,826.60			648,808.75	5/31/2024
New Brunswick City	Van Dyke Roadway Improvements	1,402,047.84	1,149,679.23	610,817.66	570,809.10	419,141.59	5/31/2024
Piscataway Township	2023 Ethel Rd West Roadway Improvement	1,074,386.01	638,021.08	503,050.00	324,900.13	204,679.34	5/31/2024
Plainfield, City	West End & Grant Ave Improvements	1,838,552.05	1,397,299.56	1,551,765.61	1,107,495.26	442,987.53	6/30/2024
Plainboro Township	Road Maintenance Program XVI	709,546.07	624,400.54	206,151.15	181,308.94		
West Windsor Township	Bear Brook Road Roadway Reconstruction			92,500.00	59,483.50	10,179.00	3/31/2024
Unbonded Contracts on Hand							
Epic Group	J&J Skillman Fire Hydrant Replacement	108,160.00	70,304.00			32,550.00	6/30/2024
Epic Group	J&J, 1000 Building - Loading Dock Repairs	46,500.00	32,550.00			207,364.52	4/30/2024
EUC Corp of New Jersey	DCH Brunswick Toyota - North Brunswick	707,438.40	601,322.64	448,232.75	373,512.35	55,912.50	5/31/2024
EUC Corp of New Jersey	Princeton University Softball Stadium	76,500.00	65,025.00	60,525.00	73,592.35	16,646.00	4/30/2024
EUC Corp of New Jersey	Rutgers Tennis Facility	394,324.31	307,572.96	364,612.31	275,179.28	223,984.23	7/31/2024
Fai-Gon Electric, Inc.	East Front Street Improvements	360,631.84	284,899.15	77,107.50	45,385.47	76,258.56	6/30/2024
Fai-Gon Electric, Inc.	Intersection Improvements Smith St & Goodwin St	97,767.99	76,258.56				

James Construction Co., Inc.	Roche Molecular Systems, FMB Campus Expansion	653,941.50	536,232.03	273,450.22	207,922.17	312,002.85	7/31/2024		
Petillo Incorporated	Arsenal Trade Center	4,309,095.25	3,664,276.44	4,196,799.89	3,660,448.86	89,836.29	4/30/2024		
Pillar Brothers Construction Corp.	Cedar Swamp and Commodore Boulevard	682,825.40	568,116.83	182,399.39	126,840.54	418,549.33	8/31/2024		
TOTALS		30,613,958.40	25,497,549.96	16,450,900.19	13,469,490.80	11,706,973.15			

Bonded Uncompleted Contracts 12,431,701.18
 Unbonded Uncompleted Contracts 1,731,357.03
 Total Uncompleted All Contracts 14,163,058.21

Signed: _____
 Name: Steven Castela
 Title: President

Contracts Awarded Past 5 Years

Municipality	Project Name	Award Date	Completion	
			Date	Amount
	COMPLETED			
Bridgewater Township	Adamsville Rd & Sunnyside Terrace	04/02/18	05/31/18	\$ 224,756.99
Flemington-Raritan Board of Education	Site imp-JP Case Middle School	05/24/18	07/31/18	\$ 89,890.40
Rocky Hill, Borough of	2018 Resurfacing of Princeton Avenue - Phase III	07/17/18	08/22/18	\$ 191,975.97
West Windsor-Plainsboro Board of Education	2018 Resurfacing of Princeton Avenue at Community Middle School	05/22/18	08/24/18	\$ 443,310.52
Hanover Township	Resurfacing of Cross Rd	05/10/18	08/31/18	\$ 369,896.74
Plainsboro Township	Research Way Improvements	05/23/18	08/31/18	\$ 146,868.91
Raritan Borough	Sidewalk imp W Somerset St	08/03/18	08/31/18	\$ 104,919.91
Hillsborough Township	New Amwell Rd Rehab-Section 2 & 3	05/29/18	09/14/18	\$ 672,779.07
Bridgewater -Raritan Regional Board of Edu	Pavement Rehabilitation at Various Schools	05/22/18	09/26/18	\$ 869,018.96
Bernards Township	Lurline Dr & Hessuan St Recon Pjt	04/24/18	09/30/18	\$ 857,887.74
Raritan Borough	Improvements to Orlando Dr-PH 3	07/24/18	09/30/18	\$ 279,026.94
Manville, Borough of	Improvements to Kennedy Boulevard -	08/21/18	10/19/18	\$ 444,614.84
Middlesex, Borough of	Runyon Avenue Improvements	07/11/18	10/31/18	\$ 209,262.35
Mount Olive, Township of	Improvements to International Drive North - Phase 1	08/07/18	11/19/18	\$ 404,984.44
Cranbury, Township of	Ancil Davison Road - Road Improvements	08/27/18	11/20/18	\$ 183,358.37
Morris, Township of	Roadway Improvements to Lake Valley Road	08/15/18	11/26/18	\$ 266,472.55
Bound Brook Borough	Reconstruction of East 2nd Street	04/24/18	11/30/18	\$ 301,799.13
Morris County	Milling & Resurfacing, Mendham Road (C.R. 510)	07/12/18	11/30/18	\$ 575,273.37
East Hanover Township	Troy Rd Reconstruction	08/06/18	11/30/18	\$ 487,918.31
Union, Township of	2018 Resurfacing Program - Phase II	04/24/18	12/10/18	\$ 1,809,956.10
Lambertville, City of	Clinton Street Improvements	03/20/18	12/14/18	\$ 437,527.99
Bridgewater Township	Garretson Road Improvement Project Section IV	09/17/18	12/21/18	\$ 810,994.16
Somerset County	Reconstruction of River Road (CR 625)	09/11/18	12/27/18	\$ 682,226.52
Hillsborough Township	Beekman Lane Rehabilitation - Phase 1	09/11/18	12/31/18	\$ 568,082.82
Bridgewater Township	Morgan Lane Improvement Project	09/17/18	12/31/18	\$ 332,429.15
Princeton, Municipality of	Improvements to Walnut Lane	09/11/17	02/26/19	\$ 1,440,103.07
Bridgewater Township	BWT-4 Road Improvement Project	09/27/18	04/04/19	\$ 405,723.62
Morris County	Milling & Resurfacing , Mt. Hope Road (CR 664)	09/26/18	04/23/19	\$ 306,628.56
East Hanover, Township of	Deforest Avenue Roadway Improvements	02/04/19	04/30/19	\$ 480,696.55

Bethlehem Township	Ludlow Station Road Sections 2 & 3 Road Improvements	08/23/19	05/19/20	\$	373,208.81
Lebanon Borough	Cokesbury Rd Resurfacing	10/15/19	05/21/20	\$	106,896.28
Raritan Township	Case Boulevard Road Resurfacing Project	02/18/20	05/22/20	\$	482,239.78
Branchburg Township	Road Improvements - Harlan School Road West	01/27/20	05/29/20	\$	389,570.34
Califon Borough	Main Street Improvements	02/18/20	05/29/20	\$	304,166.37
Hopewell Township	Road Improvements-Denow Road	05/07/19	06/25/20	\$	624,728.09
Hopewell Township	Road Improvements-Van Brunt Road	09/09/19	06/25/20	\$	319,260.02
Morris County	Milling & Resurfacing Quaker Church Road	10/07/19	07/22/20	\$	193,036.86
Piscataway Township	Lynnwood & Crestwood Streets Improvements	03/10/20	07/22/20	\$	717,374.79
Pennington Borough	Burd Street Reconstruction	12/02/19	08/04/20	\$	326,907.91
Pennington Borough	Abey Drive and Kings Court Reconstruction Project	12/02/19	08/04/20	\$	590,363.63
Morris County	Milling & Resurfacing Division Avenue (CR 605)	04/23/20	08/12/20	\$	233,737.31
Frenchtown Borough	Milford Road Improvement Project - Sections 1 & II	05/06/20	08/13/20	\$	389,134.23
Alpha Borough	Industrial Drive and Edge Road Connector Road	04/23/19	09/01/20	\$	455,515.04
Morris County	Milling & Resurfacing Bernardsville Road & Hilltop Road	04/23/20	09/23/20	\$	880,863.67
Bridgewater Township	BWT-8 Roadway Improvement Project	09/21/20	10/27/20	\$	236,228.09
Bridgewater Township	2021-5 Rdwy Imp Pjct	07/19/21	10/22/21	\$	573,703.59
Phillipsburg, Town of	Improvements to Heckman Street Phase 3 & 4	06/03/20	11/03/20	\$	543,845.31
Frenchtown Borough	Harrison Street & Second Street Improvement Project	09/23/20	11/20/20	\$	267,336.53
Bridgewater Township	BWT-7 Road Improvement Pjt	09/21/20	11/23/20	\$	329,729.57
Rockaway Township Board of Education	2020 Site Improvements At Stony Brook Elem School	05/06/20	11/24/20	\$	765,525.00
Bridgewater Township	Running Brook Road Improvement Project	10/05/20	11/30/20	\$	641,303.90
Hillsborough Township BOE	Repaving Hillsborough Schools	05/18/20	11/30/20	\$	2,990,512.68
South Plainfield Borough	Road Improvements to Corporate Boulevard & Cragwood Road	09/08/20	12/01/20	\$	413,732.23
Bridgewater Township	BWT-6 Road Improvement Pjt	07/20/20	12/07/20	\$	733,307.33
Hampton Borough	Main Street Improvement Project - Sections I, II & III	07/13/20	12/08/20	\$	581,548.84
Bridgewater Township	Delaware Drive Improvement Project	09/21/20	12/11/20	\$	184,529.73
Springfield Township	2020 Road Improvements	09/22/20	12/11/20	\$	498,340.98
East Windsor Regional School District Board	Traffic Circulation Improvements at Hightstown High School	04/21/20	12/23/20	\$	863,108.50
Berkeley Heights Township	2019 Capital Rd Pgm-Variou Rds	10/25/19	12/31/20	\$	350,313.43
Morris County	Milling & Resurfacing, Various Paving Projects 2020	08/26/20	02/10/21	\$	690,221.07
Morris County	Milling & Resurfacing Reservoir Avenue (CR 513)	04/23/20	02/24/21	\$	220,789.82
Morris County	Mill & Resurf. Main St/Mendham Rd	06/24/20	02/24/21	\$	1,774,329.24
Montgomery Township	2020 Road Improvements	10/11/20	04/23/21	\$	633,184.14

High Bridge Borough	River Road Improvement Project - Section II	03/17/22	05/27/22	\$	327,155.79
Manville Borough	Brooks Blvd - Phase 1-3 Imp	06/22/21	06/01/22	\$	937,712.78
Lebanon Borough	Clark Road Improvement Project	09/15/21	06/21/22	\$	149,711.14
Hillsborough Township	2021 Capital Rdwy Paving Pjt.	07/13/21	06/28/22	\$	1,335,676.62
Hillsborough Township	Amsterdam Drive Ph I Resurfacing	10/26/21	06/28/22	\$	471,769.20
Frenchtown Borough	Downtown Streets Improvement Project	03/29/22	07/22/22	\$	282,027.78
Raritan Township	Rdway Resurf. Pjt for Rittenhouse Circle	05/03/22	08/01/22	\$	626,439.19
Cranbury Township	Cranbury Greene Local Road Improvement Project	06/13/22	08/15/22	\$	744,690.99
Tewksbury Twp School District	Parking Lot Ren. at Old Turnpike & Tewksbury ES	06/23/22	08/16/22	\$	410,271.00
Lambertville, City of	NJDOT FY 2020 Grant Ave & Allen Street	04/21/22	09/14/22	\$	361,509.38
Bedminster Township	Black River Road Improvements - Section 1 & 2	10/18/21	09/29/22	\$	702,837.83
Middlesex County Vocational BOE	Rear Parking Lot Recon At MCVTS East Brunswick	06/22/22	10/06/22	\$	597,234.50
Bridgewater Township	2022-5 Roadway Improvement Project	08/01/22	10/18/22	\$	1,002,377.32
Woodbridge Township BOE	District Wide Parking Lot Upgrades	06/16/22	10/19/22	\$	1,635,677.31
Bridgewater Township	2022-3 Roadway Improvement Project	07/18/22	10/28/22	\$	986,142.93
Plainsboro Township	College Road East Improvements	06/09/22	11/01/22	\$	311,141.27
Morris County	Academy Street/Mt Hope	08/25/21	11/21/22	\$	829,941.24
Bethlehem Township	Iron Bridge Road Section 2 Road Imp. Pjt	10/21/21	11/21/22	\$	137,889.02
Hillsborough Township	2022 Capital Roadway Paving Project	06/14/22	11/22/22	\$	937,524.03
Pennington Borough	East Welling Avenue Road Rehabilitation	11/15/21	12/06/22	\$	411,760.93
Montgomery Township	Cherry Brook Drive Improvement Project	09/01/22	12/12/22	\$	581,245.60
North Plainfield	2022 Capital Rd Improvements - Various Roads	08/15/22	12/14/22	\$	822,599.30
Tewksbury Township of	Improvements to Keats Rd & Dryden Rd	10/11/22	12/15/22	\$	149,633.81
Highland Park	Improvements to South 4th Avenue	08/02/22	01/01/23	\$	434,183.21
Plainsboro Township	Road Maintenance Program XV	05/25/22	02/01/23	\$	1,227,031.90
Plainfield, City of	East Third Street Imp	08/16/21	02/15/23	\$	1,137,731.30
Bedminster Township	Clucas Brook Road Neighborhood Improvement Project	10/03/22	02/23/23	\$	325,772.20
Long Hill Township	Main Ave Streetscape/Central Ave Resurf. Pjt	06/08/22	04/01/23	\$	1,125,154.47
Lopatcong Township	2022 Rd Resurf. Pjt Drainage Structure & Sidewalk	04/05/23	04/18/23	\$	99,293.36
Bayonne City	Improvements to E. 22nd Street & Avenue J	02/16/22	04/21/23	\$	966,256.10
Warren Township	King George Road Improvement Project, Phase 1	09/15/22	4/28/2023	\$	234,845.44
Lebanon Borough	Main Street Section 1 & 2 Phase 1 Imp.	11/21/22	05/01/23	\$	167,505.99
Chester Borough	Main Street, Grove Street & Budd Ave Realignment	01/04/23	05/23/23	\$	352,010.94
Cranbury Township	Plainsboro Road Improvement Project	04/24/23	05/23/23	\$	289,408.17

Raritan Valley Community College	Resurfacing of Parking Lot #4	06/05/24	7/18/2024	\$	245,170.00
Central Jersey Airport Services, Inc.	Runway 7-25 Rehabilitation and Lighting	09/22/23	7/25/2024	\$	1,397,381.48
Hamilton Township	2023 Roadway Improvements to Samuel Street	04/02/24	8/8/2024	\$	212,118.59
Lopatcong Township	Belview Road Improvement Project Phase II	04/03/24	8/15/2024	\$	197,502.00
Summit Board of Education	Service Drive Reconstruction at Summit HS	06/13/24	8/16/2024	\$	579,800.00
Piscataway Board of Education	Paving Upgrades at Multiple Schools	06/13/24	8/23/2024	\$	1,315,243.75
White Township	Settlers Ridge Development Rdwy Imp Pjt - Ph II	05/08/24	9/4/2024	\$	423,400.35
Piscataway Township	2023 Ethel Rd West Roadway Improvement	07/18/23	9/10/2024	\$	1,098,148.19
West Windsor Township	Bear Brook Road Roadway Reconstruction	08/28/23	9/23/2024	\$	693,253.42
Hunterdon County	Surface Treatment, Resurf. & Safety Imp. Of CR519	06/20/24	10/9/2024	\$	1,468,072.78
Rahway Board of Education	Rahway 7th & 8th Grade Academy Project	03/26/24	10/25/2024	\$	400,857.50
Franklin Township	Blackwells Mills Road Reclamation & Resurf.	07/09/24	10/29/2024	\$	517,880.68

IN PROGRESS

New Providence Borough	NJDOT FY2021 Various Streets (Woodbine Circle)	10/26/21	in progress	\$	366,627.67
Raritan Borough	Imp to Meehan Ave, Helene Pl & Centre St	10/04/22	in progress	\$	533,655.49
Middlesex County	Contract 1 - Corridor Imp. Cranbury-So. River Rd.	02/16/23	in progress	\$	3,008,871.39
Bridgewater Township	2023-6 Road Improvement Project	06/08/23	in progress	\$	1,008,457.97
Middlesex County	Intersection Improvements to Cranbury Road	09/07/23	in progress	\$	2,184,201.88
New Brunswick City	Van Dyke Roadway Improvements	09/06/23	in progress	\$	477,283.25
Bridgewater Township	Foxcroft Road & Spring Valley Rdway Imp. Pjt	09/07/23	in progress	\$	651,677.93
Delaware Township	Lambert Road Improvements - Ph I & II	09/11/23	in progress	\$	404,294.91
Highland Park Borough	Improvements to Riverview Avenue	10/10/23	in progress	\$	738,868.15
Hopewell Borough	Mercer St., Newell Place & Walnut St. Road Imp.	11/17/23	in progress	\$	337,105.96
Metuchen Borough	Metuchen 2023 Road Program	01/17/24	in progress	\$	1,953,033.29
Hampton Borough	East Grand Street Improvement Project	10/16/23	in progress	\$	281,612.56
Lopatcong Township	Upper Belvidere Rd Transportation Alternatives Program	03/06/24	in progress	\$	380,332.40
Frenchtown Borough	Bridge Street Improvement Project	03/20/24	in progress	\$	292,496.31
Middlesex County	Imp. To Intersection of Finnigans Lane	04/18/24	in progress	\$	996,355.38
Bloomsbury Borough	Milford Road Improvements Project	03/19/24	in progress	\$	244,965.62
High Bridge Borough	Center Street Improvement Project	04/24/24	in progress	\$	272,688.23
Plainsboro Township	Rd Maintenance Pgm XVII	06/27/24	in progress	\$	1,324,280.72
Bridgewater Township	2024-2 Roadway Improvement Project	06/27/24	in progress	\$	786,243.20
Bridgewater Township	2024-5 Roadway Improvement Project	06/27/24	in progress	\$	1,300,932.79
Hopewell Township	2024 Road Maintenance Program	07/15/24	in progress	\$	1,552,015.24

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	[Signature]
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	[Signature]
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	[Signature]
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	[Signature]
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	[Signature]

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

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

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	[Signature]
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	[Signature]
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	[Signature]
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	[Signature]

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

SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751

Name of Bidder: _____
By Authorized Representative: WINSON LEONARDI
Signature: _____
Print Name and Title: PRESIDENT
Date Signed: 1/21/2025

BID FORM and BID ITEMS

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

RE: **WEST WINDSOR TOWNSHIP**
FY2023 Community Park Grant Trail Resurfacing
at West Windsor Community Park

This Bid will not be accepted after **2:30 pm** prevailing time on **Wednesday, January 22, 2025** at which time all Bids will be publicly opened and read.

SDW Construction, Inc
251 Tennent RD

Morganville, NJ 07751

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

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

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

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

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

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

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

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."

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>TOTAL EXTENSION</u>
<u>BASE BID - AREA "A"</u>			
A-1	Section 158	SILT FENCE 300 Linear Feet	<u>1,200</u>
		<i>Four</i> (Write out unit price)	
A-2	Section 160	ASPHALT PRICE ADJUSTMENT 5,000 Dollars	<u>\$5,000.00</u>
		Five Thousand Dollars	
A-3	Section 160	FUEL PRICE ADJUSTMENT 5,000 Dollars	<u>\$5,000.00</u>
		Five Thousand Dollars	

A-4	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK		
Section 302	80 Square Yards		<u>3,600</u>
	<u>Forty Five</u>		
	(Write out unit price)		
A-5	MILLING, 2" DEPTH		
Section 401	4,675 Square Yards		<u>37,400</u>
	<u>Eight</u>		
	(Write out unit price)		
A-6	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK		
Section 401	575 Tons		<u>103,500</u>
	<u>ONE HUNDRED EIGHTY</u>		
	(Write out unit price)		
A-7	TRIMMING EXISTING TREE (IF & WHERE DIRECTED)		
Section 802	7 Units		<u>2,800</u>
	<u>Four Hundred</u>		
	(Write out unit price)		
A-8	TREE MAINTENANCE, ROOT PRUNING (IF & WHERE DIRECTED)		
Section 802	13 Units		<u>2,600</u>
	<u>Two Hundred</u>		
	(Write out unit price)		
A-9	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'		
Section 804	2,300 Square Yards		<u>11,500</u>
	<u>FIVE</u>		
	(Write out unit price)		

BASE BID - AREA "A" TOTAL: 172,600

ADD ALTERNATE 1 - AREA "B"

B-1
Section 158 SILT FENCE
100 Linear Feet 400
Four
(Write out unit price)

B-2
Section 302 DENSE GRADED AGGREGATE BASE COURSE, 4"
THICK
50 Square Yards 2,250
Four Five
(Write out unit price)

B-3
Section 401 MILLING, 2" DEPTH
1,250 Square Yards 10,000
Eight
(Write out unit price)

B-4
Section 401 HOT MIX ASPHALT 9.5M64, SURFACE COURSE,
2" THICK
155 Tons 27,900
ONE HUNDRED EIGHTY
(Write out unit price)

B-5
Section 804 4" TOPSOILING, FERTILIZING, & SEEDING
TYPE 'GU'
625 Square Yards 3,125
FIVE
(Write out unit price)

ADD ALTERNATE 1 - AREA "B" TOTAL: 43,675

ADD ALTERNATE 2 - AREA "C"

C-1
Section 158 SILT FENCE
100 Linear Feet 400
Four
(Write out unit price)

C-2
 Section 302 DENSE GRADED AGGREGATE BASE COURSE, 4" THICK
 25 Square Yards

 _____ 1,175

Forty Five

 (Write out unit price)

C-3
 Section 401 MILLING, 2" DEPTH
 760 Square Yards

 _____ 6,080

EIGHT

 (Write out unit price)

C-4
 Section 401 HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK
 100 Tons

 _____ 18,000

ONE HUNDRED EIGHTY

 (Write out unit price)

C-5
 Section 804 4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'
 370 Square Yards

 _____ 1,850

FIVE

 (Write out unit price)

ADD ALTERNATE 2 - AREA "C" TOTAL: 27,455

ADD ALTERNATE 3 - AREA D1, D2"

D-1
 Section 158 SILT FENCE
 100 Linear Feet

 _____ 400

Four

 (Write out unit price)

D-2
 Section 401 REMOVAL OF PAVEMENT
 50 Square Yards

 _____ 200

Four

 (Write out unit price)

D-3 DENSE GRADED AGGREGATE BASE COURSE, 4" THICK
 Section 302 25 Square Yards 1,125
Forty Five
 (Write out unit price)

D-4 HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK
 Section 401 10 Tons 1,800
ONE HUNDRED EIGHTY
 (Write out unit price)

D-5 4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'
 Section 804 30 Square Yards 900
THIRTY
 (Write out unit price)

D-6 TREE MAINTENANCE, ROOT PRUNING (IF & WHERE DIRECTED)
 Section 802 10 Units 4,000
400
 (Write out unit price)

ADD ALTERNATE 3 - AREA "D1, D2" TOTAL:

8,425

B TOTAL BASE BID 172,600 ~~\$ 252,155~~

B * TOTAL BASE BID + ALTERNATE #1 \$ 216,295

B ** TOTAL BASE BID + ALTERNATE #2 \$ 200,055

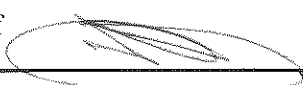
B *** TOTAL BASE BID + ALTERNATE #3 \$ 181,025

B * ** TOTAL BASE BID + ALT. #1 + ALT. #2 \$ 243,730

B * ***	TOTAL BASE BID + ALT. #1 + ALT. #3	\$ <u>224,700</u>
B ** ***	TOTAL BASE BID + ALT. #2 + ALT. #3	\$ <u>208,480</u>
B * ** ***	TOTAL BASE BID + ALT.#1 + ALT.#2 + ALT.#3	\$ <u>252,155</u>

If a Corporation,

Name of Contractor SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751

Signature of Bidder  PRESIDENT
 Name Title

Business Address 251 TENNENT

Incorporated under the Laws of the State of NEW JERSEY

President WINSTON LEONARD PRESIDENT
 (Name) (Title)

Secretary _____
 (Name) (Title)


Treasurer _____
 (Name) (Title)

Dated: 1/21/2025

(Affix Corporation Seal Here)

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

Name of Company SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751

Signature of Bidder  PRESIDENT
 (Name) (Title)

Names and Addresses of Members of Company

WINSTON LEONARD 251 TENNENT RD
MORGANVILLE, NJ 07751

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

**TOWNSHIP OF WEST WINDSOR
FY2023 Community Park Grant Trail Resurfacing
at West Windsor Community Park**

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			
	<i>X/WE</i>			

Acknowledged by Bidder

Name of Bidder: SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751

By Authorized Representative: *WINSTON LEONARDO*

Signature: 

Print Name and Title: *WINSTON LEONARDO PRESIDENT*

Date: *1/21/2025*

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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.

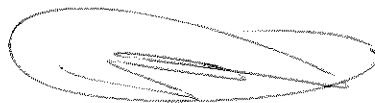
Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical 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.



LIST OF SUBCONTRACTORS

SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751

TITLE OF BID: FY 2023 WEST WINDSOR NAME OF BIDDER: Morganville, NJ 07751

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

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address _____

License Number _____

Electrical Work:

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

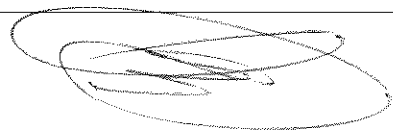
Name _____ Phone # _____

Address _____

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

Name _____ Phone # _____

Address _____



CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: SDW Construction, Inc
251 Tennent RD
Name and address of Officers: Morganville, NJ 07751
President: WINSTON LEONARDO
Vice President: _____
Secretary: _____
Treasurer: _____

CONTRACTOR'S EXPERIENCE

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

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

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>SEE ATTACHED</u>	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

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

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? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? NO

If so, where and why? _____

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>MONMOUTH COUNTY PARKS PAVILION</u>	<u>PAVILLION</u>	<u>\$ 210,000</u>
<u>WASHINGTON TOWNSHIP STABILIZATION</u>	<u>STABILIZATION</u>	<u>\$ 177,000</u>
_____	_____	\$ _____
_____	_____	\$ _____

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

400,000

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

SEE ATTACHMENT 100200000

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? NO If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.

10. During the previous five (5) calendar years, has your organization failed to pay a subcontractor or supplier for work satisfactorily performed within thirty (30) days of receiving payment from the owner or client for

that work? No If YES, provide information regarding all payment delays on a separate piece of paper and attach to this Questionnaire.

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

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: SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address
<i>WINSTON LEDWAMP</i>	SDW Construction, Inc 251 Tennent RD Morganville, NJ 07751
<i>100% owner</i>	

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

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


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

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	Address

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 Township of West Windsor 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 the Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	WINSTON LEONARD	Title:	PRESIDENT
Signature:		Date:	1/21/2025

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MONMOUTH:

I, WINSTON LEONARDO of the (City, Town, Township, Borough, etc.)
of MORGANVILLE 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 PRESIDENT SDW Construction, Inc
of the firm of 251 Tennent RD
Morganville, NJ 07751
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 _____ 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:

SDW Construction, Inc
251 Tennent RD
(Name of Bidder)
Morganville, NJ 07751
WINSTON LEONARDO PRESIDENT
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this
21st day of January, 2025.

Notary Public of NEW JERSEY Patricia Houston

My commission expires 4/13, 2026.

Patricia J Houston
NOTARY PUBLIC
State of New Jersey
ID # 2405372
My Commission Expires 6/13/2026

(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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, 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 N.J.S.A. 34:11-56.48.

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

	Name	Not Registered	Registration Number
Bidder	SDW Construction, Inc 251 Tennent RD Morganville, NJ 07751		736601
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 21st day
of January 20 25.

Patricia J Houston

[Signature]

Signature

Notary Public of NEW JERSEY

WINSTON LEONARDO
Name and Title
(type or print) PRESIDENT

My Commission Expires 6/13, 20 26

Patricia J Houston
NOTARY PUBLIC
State of New Jersey
ID # 2405372
My Commission Expires 6/13/2026

MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

SDW Construction, Inc
251 Tennent RD

Signed by _____
Morganville, NJ 07751
Successful Bidder / Contractor

WINSTON LEONARDO
PRESIDENT

Signed, sealed and delivered
in the presence of

Patricia J. Houston

(Notarized)

Patricia J Houston
NOTARY PUBLIC
State of New Jersey
ID # 2405372
My Commission Expires 6/13/2026

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 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 N.J.S.A. 52:33-44.

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

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

	Name	Not Registered	Registration Number
Bidder	SDW Construction, Inc 251 Tennent RD Morganville, NJ 07751		2776240
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 21st day
Of January 2025.

Patricia J. Houston

[Signature]
Signature

Notary Public of NEW JERSEY

WINSTON LEONARDO
Name and Title
(type or print) PRESIDENT

My Commission Expires 6/13, 2026.

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

Patricia J Houston
NOTARY PUBLIC
State of New Jersey
ID # 2405372
My Commission Expires 6/13/2026

EXHIBIT B (Cont.)

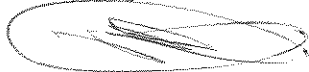
women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor 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.


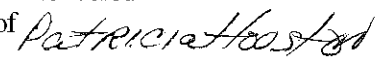
(D) The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and 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 SDW Construction, Inc
251 Tennent RD
Morganville, NJ 07751



WINSTON LEONARDO
PRESIDENT

Signed, sealed and delivered
in the presence of


(Notarized)

Patricia J Houston
NOTARY PUBLIC
State of New Jersey
ID # 2405372
My Commission Expires 6/13/2026

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, WINSTON LEONARDO of the Municipality of MORCAVILLE in the County of MORRIS and the State of NEW JERSEY of full age, being duly sworn according to the law on my oath depose and say that:

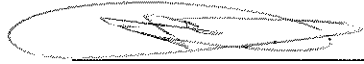
I am PRESIDENT, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction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

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

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

SDW Construction, Inc
251 Tennent RD

Moravia, NJ 07751
Name of Contractor (Type or Print)



Signature/Title

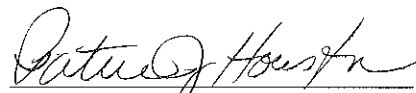
WINSTON LEONARDO

(Type or Print Name of Affiant)

PRESIDENT

Subscribed and Sworn before me this

21st Day of January, 2025



Notary Public

My Commission Expires 4/13/2026

Patricia J Houston
NOTARY PUBLIC
State of New Jersey
ID # 2405372
My Commission Expires 6/13/2026

EXHIBIT B (Cont.)

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

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

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

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

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

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

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

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

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

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.

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.

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.

This PREVAILING WAGE AFFIDAVIT is signed this 21 day of

JANUARY, 20 25

as a binding act in deed of

SDW Construction, Inc
251 Tennent RD
Name of Organization

 President
Authorized Signature & Title

WINSTON LEONARDO
Print Authorized Signature Name & Title

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

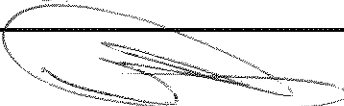
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

<p>Full Name (Print)</p>	<p>WINSTON LEONARDO</p>	<p>Title</p>	<p>President</p>
<p>Signature</p>		<p>Date</p>	<p>1/21/2025</p>

AMERICANS WITH DISABILITIES ACT

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**


N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	SDW Construction, Inc 251 Tennent RD Morganville, NJ 07751
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership

 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	WINSTON LEONARDO	Title:	PRESIDENT
Signature:		Date:	1/21/2025

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
-------------------------------------	---

Name of Individual or Organization	SDW Construction, Inc. <i>WINSTON LEONARD</i>
---	---

Physical Address	251 Tennent RD Morganville, NJ 07751
-------------------------	---

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
---	--

Physical Address	
-------------------------	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

BID BOND

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

SDW Construction, Inc. Selective Insurance Company of America
251 Tennent Road, Suite 203, Morganville, NJ 07751 as Principal, and 40 Wantage Avenue, Branchville, NJ 07890 as Surety, are

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

Ten Percent (10%) of amount bid not to exceed \$20,000.00 (\$XXXXXXXXXXXX) for the payment of which, well and truly to be

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

Signed this 22nd day of January, 2025

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 hereof, to enter into a contract in writing for the

FY2023 Community Park Grant Trail Resurfacing at West Windsor Community Park

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 hereunto affixed, and these presents to be signed by their proper officers, the day and year first set forth above.

BY Frankie Leonardo
Witness

SDW Construction, Inc.

[Signature]
Principal

WINSTON LEONARDO
PRESIDENT

BY Tiffany Wendelstedt
Tiffany Wendelstedt, Witness

Selective Insurance Company of America

[Signature]
Dawn M. Jones, Attorney-in-Fact

Bid Terms Schedule

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.

WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

Selective Insurance Company of America

Insurance Company,

Name

40 Wantage Avenue, Branchville, NJ 07890

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) FY2023 Community Park Grant Trail Resurfacing at West Windsor Community Park

is awarded to (Bidder) SDW Construction, Inc.

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: 22nd day of January 2025

Selective Insurance Company of America

INSURANCE COMPANY

(Name)

By

(Name)

Dawn M. Jones, Attorney in Fact

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

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

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is
\$ Ten percent (10%) of amount bid not to exceed \$20,000.00

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: January 22, 2025
(month, day, year)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

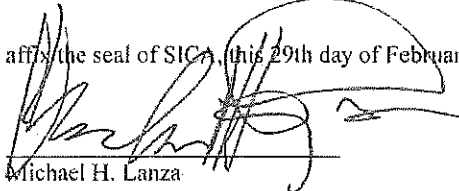
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.

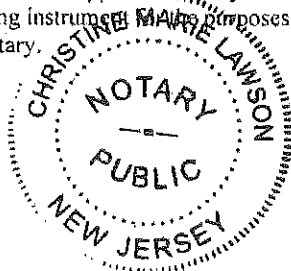

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 20 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument ~~for~~ ⁱⁿ the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO, THOMAS D. FISH, GEMMA DOSTER, KRISTIN BEVACQUA**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS** for bid bonds, consent of surety and bid guarantees only.

Signed this 21 day of MARCH, 2024,

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

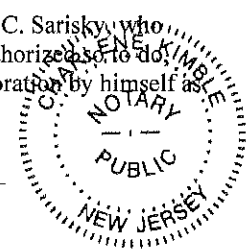
:ss. Branchville

COUNTY OF SUSSEX

On this 21 day of MARCH, 2024, before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 22nd day of January, 2025.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY



PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF INSURANCE
OFFICE OF SOLVENCY REGULATION
PO Box 325
TRENTON, NJ 08625-0325

MARLENE CARIDE
Commissioner

TEL (609) 292-7272
FAX (609) 292-6765

CERTIFICATE OF COMPLIANCE

December 31, 2022

I, **Marlene Caride**, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **SELECTIVE INSURANCE COMPANY OF AMERICA**, Branchville, New Jersey, is a Corporation organized under the laws of the State of New Jersey on December 22, 1925 and commenced business in this State on April 26, 1926. The Company changed its name from Selected Risks Insurance Company to Selective Insurance Company of America effective December 6, 1985;
2. The home office of said Company is located at 40 Wantage Avenue, Branchville, New Jersey 07890, and the name of the agent therein and in charge thereof upon whom process may be served against said Corporation is Michael H. Lanza;
3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraphs "a", "b", "e", "f", "g", "j", "k", "l", "m", "n" and "o" of N.J.S.A. 17:17-1 and is also authorized to transact the business of "**Health Insurance**" being the kind of insurance specified in N.J.S.A. 17B:17-4. Attached is the relevant section of the statute for your information. The Company's authority granted under paragraph "o" is further delineated in its Certificate of Authority as follows:

AGAINST all physical loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured;

AGAINST the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss;

LOSS or damage to property by epidemic;

AGAINST loss or damage to property by power failure or mechanical breakdown;

INSURANCE against loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

ENGINE breakdown;

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LOSS or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

LIMITED to the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving Nuclear Fuel Exposures;

ECONOMIC Security; and

ALL other liability not covered under paragraph 'e' including voluntary assumed liability.

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;
5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as **Fidelity and Surety**; and
6. As reported in its sworn Annual Statement as at December 31, 2021 the Company had a Common Capital Stock of \$4,400,000; a Gross Paid In and Contributed Surplus of \$160,813,867; an Unassigned Funds (Surplus) of \$673,085,600 or a total Surplus as Regards Policyholders of \$838,299,467.

I further certify that the **SELECTIVE INSURANCE COMPANY OF AMERICA** is not precluded by its charter or the laws of this State from engaging in the classes of business stated above in states other than New Jersey, upon compliance with the laws of such other states.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official Seal, at Trenton,
the day and year first above written.


Commissioner of Banking and Insurance

Major Project Contact List		Last five projects	Project Name	SDW Construction, Inc.	Contact	Year	Total
	Owner						
1	Compass Construction		New Egypt Baptist Church Site work Excavation Drainage Pipe		Glenn Goebel 732-300-8515	2022	\$ 135,000.00
2	Valcan Construction		Office and Yard pavers-pipe excavation		Sal Munoz 848-525-1201	2022	\$ 98,000.00
3	Valcan Construction		Install RCP- inlets-headwalls Harshorne Park		Sal Munoz 848-525-1201	2022	\$ 110,000.00
4	Lyle German		Sewer Lateral		Lyle German 609-496-2980	2022	\$ 22,000.00
5	Compass Holdings LLC		Sewer Lateral		Glenn Goebel 732-300-8515	2022	\$ 27,000.00
6	Remington Vernick Engineers		Storm RCP Inlets, Manhole, Pavement		Ryan McGowan 609-680-2152	2022	\$ 139,000.00
5	Compass- French and Parrello		Redwood Dr Bridge- single span bridge and abutments		Glenn Goebel 732-300-8515	2021	\$ 122,000.00
6	Remington Vernick Engineers		RCP Culvert Manhole headwall		Andrew Yoder 856-795-9595	2022	\$ 50,900.00
7	Remington Vernick Engineers		RCP Culvert Manholes Concrete		Matt Megill 856-651-9253	2023	\$ 121,150.00
8	Owen Little and Associates		480 LF of Bulkhead Ship Bottom NJ		Greg Kurie 908-278-7252	2023	\$ 465,000.00
9	Van Cleef Engineers		Install Walking path-Asphalt pourous		Mike Caggiano 862-485-1632	2023	\$ 165,000.00
10	Remington Vernick Engineers		Install Piles -Girders-Decking		Steve Williams 609-680-8828	2024	\$ 179,000.00
11	CME Associates		Outfall headwall		Justin Davies 732 962 2884	2024	\$ 82,000.00
12	Owne Little Engineers		Install 90 lf Bulkhead Toms River MUA		Greg Kurie 908-278-7252	2024	\$ 126,000.00
13	Anne Abud		Install 36 inch Liner dam HDPE Pipe Temporary DEP repair		anne Abud 908-433-1054	2024	\$ 63,000.00

Major Project Contact List

Compass Construction, Inc

	Owner	Project Name	Contact	Year	Total
1	East Windsor Township	Woods Park Pathway	East Windsor-Mark Liss-609-443-4000	2004	\$ 17,500.00
2	Borough of Allentown	Heritage Park walkway and boardwalk	Hatch Mott MacDonald-Pete Valesi-732-780-6565	2005	\$ 80,000.00
3	East Windsor Township	Walkway - wood piles - and Pedestrian Bridge, concrete abutments	Remington Vernick-Ray Longmore-609-298-6017	2005	\$ 495,000.00
4	Borough of Spring Lake	North End Boardwalk Extension	T&M Associates-Steve Amos-732-671-6400	2005	\$ 295,000.00
5	Plumsted Township	Oakford Lake Erosion Repair-DEP	Plumsted Township-Rich Kachmar-609-758-2241	2005	\$ 77,000.00
6	Borough of Belmar	Belmar Marina, Wood Piles-Marine Walkway vinyl bulkheading	Maser Engineering-Paul Calabrese-732-383-1950	2006	\$ 245,000.00
7	Monmouth County Engineering	Bayside Outfall and slope stabilization	Monmouth Co. Engineers-Joe Ettore	2006	\$ 186,000.00
8	Township of Readington	Pedestrian walkway, Pedestrian bridge, concrete	Hatch Mott MacDonald-Robert OBrien-908-730-6000	2007	\$ 290,000.00
9	Mount Laurel Township	trail, helical piles, and Ped. Bridge Phase II-piles	Mount Laurel 856-234-001	2007	\$ 1,000,000.00
10	Monmouth County Engineering	Slope Stabilization and reconstruct CR-8-hdpe pipe	Monmouth Co. Engineering-Rich Lally-973-417-7166	2007	\$ 290,000.00
11	Borough of Atlantic Highlands	Bayside slope stabilization-hdpe pipe	Boro of Atlantic Highlands-Adam Hubeny-732-291-1444	2007	\$ 30,000.00
12	Boro Of Watchung-Dredge	Rehab dam - 750cy concrete-dredge 25,000 cy -stone walls	Civil Dynamics-Rick Benz-973-600-3293	2008	\$ 1,350,000.00
13	Hazlet Pond Dredging	Hazlet Lake Dredging-5000 cy	CME Associates-Joe Giddims-732-462-7400 X 119	2008	\$ 121,700.00
14	Boro of Atlantic Highlands	Boardwalk and walkway-Helical Piles	Boro of Atlantic Highlands-Adam Hubeny-732-291-1444	2009	\$ 1,109,000.00
15	Atlantic Highlands Harbor Commission	Helical Piles Moorings	Boro of Atlantic Highlands-Adam Hubeny-732-291-1444	2009	\$ 231,500.00
16	Waretown -Dredge	Waretown Dredging-9000 cy	Pat Jeffery 732-473-3400	2009	\$ 252,000.00
17	Burlington County Parks	Helical Piles-Boardwalk	Burlington County Barry 856-642-3850	2009	\$ 224,300.00
18	Twin Rivers Lake Dredging	Dredging 7000 cy and Sheeting bulkheading	FWH Associates-Warren Hilla -732-797-3100	2010	\$ 248,500.00
19	Borough of Belmar	Marine wood piles, bulkhead, walkway, and concrete	Maser Engineering-Paul Calabrese-732-383-1950	2010	\$ 501,000.00
20	Princeton Town ship Dredge	Dredge 36,000 CY 3 ea Dans 1500 CY concrete-Historic masonry	Chris Marx french Parrello	2011	\$ 3,700,000.00
21	Sunset Lake Dredge	Dam Safety project Dredge 7,000 CY Contaminated soil	Tom Potter 908-492-014	2011	\$ 250,000.00
22	Borough of Tinton Falls	CMI Aluminum Sheet Pile Bulkhead and Gabions	T&M Assoc Dave Marks 732-567-1595	2012	\$ 336,000.00
23	Borough of Spring Lake	Spring Lake Pool Concrete Repair	Avakin Dave Howarth 732-620-2995	2012	\$ 48,000.00
24	Wall Township	Install Bikepath Bridge-Wood Piles Heavy Timber	Fred Forsythe 732-308-1113	2012	\$ 265,000.00
25	Mercer County Parks/ Earle Company	Installation of walk path boardwalk	Fred Forsythe 732-308-1113	2012	\$ 96,000.00
26	Boro of Allenhurst	Allenhurst Beachfront Reconstruction- wood piles	Avakin Dave Howarth 732-620-2995	2013	\$ 185,000.00
27	James Stavola	Installation of 120 lf Bulkhead and piles	Jim Stavola 732-241-8686	2013	\$ 100,000.00
28	fred Kaeli	Install 400 LF Bulkhead	Fred Kaeli 732-546-2444	2013	\$ 200,000.00
29	Borough of Beachwood	Beachwood Marina Reconstruction-Piles and Bulkhead boardwalk	Pat Jeffery 732-473-3400	2013	\$ 1,000,000.00
30	Upper Freehold Townshipp	Installation of Parking Lot and Site work-Rec Building	Pat Jeffery 732-473-3400	2013	\$ 1,200,000.00
31	Pepe Wall	Concrete Piles-Solifer Piles-Lagging-structural Wall	Doug Pepe 917-242-8651	2014	\$ 330,000.00
32	Takanasee Lake Stab and dredging	Restoration of Lake Banks and Removal of Contaminated Soil	Jerry Freda 732-922-9229	2014	\$ 441,000.00
33	Eittrreim Property	Install 60 ea gabion wall	Rich Eittrreim 732-204-2245	2014	\$ 60,000.00
34	Brannin property	Gabion wall	Skp brannin 732-539-9450	2014	\$ 59,000.00
35	Chevalier Property	Gabion wall	Elaine Chevalier 732-766-1252	2014	\$ 76,000.00
36	West Creek-Eagleswood	CMI Bulkhead sheeting and pavillion	Greg Kurt 732-244-1090 Owen Little Assoc	2014	\$ 365,000.00
37	Beachwood Boro	Outfall DEP-Bulkhead	Pat Jeffery 732-473-3400	2015	\$ 760,000.00
38	Beachwood Boro	Mayo Park	Pat Jeffery 732-473-3400	2015	\$ 1,300,000.00
39	Monmouth County Parks	Manasquan/Hartshorne Fishing Pier-Piles Heavy Timber	Jim Mowzan-732-842-4000	2015	\$ 115,000.00
40	Monmouth County Parks	Repair concrete wall install new wall-7 Pres Park	Jim Mowzan 732-842-4000	2015	\$ 280,000.00
41	Briodo Park	Pavement trail -curb-sidewalk	Doug Johnson 856-303-1245	2015	\$ 110,000.00

10/05/22

Taxpayer Identification# 084-133-222/000

Dear Business Representative:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

SDW CONSTRUCTION INC

ADDRESS:

251 TENNENT RD
MORGANVILLE NJ 07751

EFFECTIVE DATE:

10/03/22

TRADE NAME:

SEQUENCE NUMBER:

2776240

ISSUANCE DATE:

10/05/22

James J. Giaccone
Director
New Jersey Division of Revenue

FORM BRG
762-011-1500-0000
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at all times.

Certificate Number
736601

Registration Date: 01/30/2024
Expiration Date: 01/29/2025



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

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

Responsible Representative(s):
Winston Leonardo, President

Handwritten signature of Robert Asaro-Angelo.

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

SDY Contracting Inc.
2024

NON TRANSFERABLE

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

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	af
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	af
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	af
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	af
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	af

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires
w. Submission of Bid

Bidder: Initial each
Item Submitted w/ Bid

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

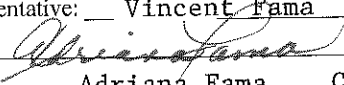
C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires
At Award

Bidder: Initial each
Item Submitted w/ Bid

X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	af
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	af
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	af
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	af

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

Name of Bidder: Protective Paving, LLC
By Authorized Representative: Vincent Fama
Signature: 
Print Name and Title: Adriana Fama Controller
Date Signed: 1/20/25

BID FORM and BID ITEMS

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

RE: **WEST WINDSOR TOWNSHIP**
FY2023 Community Park Grant Trail Resurfacing
at West Windsor Community Park

This Bid will not be accepted after **2:30 pm** prevailing time on **Wednesday, January 22, 2025** at which time all Bids will be publicly opened and read.

Protective Paving, LLC

Name of Firm Submitting Bid

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

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

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

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

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

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

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

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."

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>TOTAL EXTENSION</u>
<u>BASE BID - AREA "A"</u>			
A-1	Section 158	SILT FENCE 300 Linear Feet	\$ 5,004.00
		Sixteen and .68/00 dollars (Write out unit price)	
A-2	Section 160	ASPHALT PRICE ADJUSTMENT 5,000 Dollars	\$5,000.00
		Five Thousand Dollars	
A-3	Section 160	FUEL PRICE ADJUSTMENT 5,000 Dollars	\$5,000.00
		Five Thousand Dollars	

A-4	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK		
Section 302	80 Square Yards		
	Fifty Dollars		\$4,000.00
	(Write out unit price)		
A-5	MILLING, 2" DEPTH		
Section 401	4,675 Square Yards		\$48,012.25
	ten dollars and .27/00		
	(Write out unit price)		
A-6	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK		
Section 401	575 Tons		\$71,875.00
	One hundred twenty five dollars		
	(Write out unit price)		
A-7	TRIMMING EXISTING TREE (IF & WHERE DIRECTED)		
Section 802	7 Units		\$500.01
	Seventy one dollars and .43/00		
	(Write out unit price)		
A-8	TREE MAINTENANCE, ROOT PRUNING (IF & WHERE DIRECTED)		
Section 802	13 Units		\$500.11
	Thirty eight dollars and .47/00		
	(Write out unit price)		
A-9	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'		
Section 804	2,300 Square Yards		\$12,006.00
	Five dollars and .22/00		
	(Write out unit price)		
			\$151,897.37
	BASE BID - AREA "A" TOTAL:		

ADD ALTERNATE 1 - AREA "B"

B-1	Section 158	SILT FENCE 100 Linear Feet	\$ 2,000.00
		Twenty dollars	
		(Write out unit price)	
B-2	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK 50 Square Yards	\$ 5,000.00
		One hundred dollars	
		(Write out unit price)	
B-3	Section 401	MILLING, 2" DEPTH 1,250 Square Yards	\$ 12,000.00
		Nine dollars and 60/100	
		(Write out unit price)	
B-4	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 155 Tons	\$ 23,250.00
		One hundred and fifty dollars	
		(Write out unit price)	
B-5	Section 804	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU' 625 Square Yards	\$ 3,125.00
		Five dollars	
		(Write out unit price)	
		ADD ALTERNATE 1 - AREA "B" TOTAL:	\$ 45,375.00
		<u>ADD ALTERNATE 2 - AREA "C"</u>	
C-1	Section 158	SILT FENCE 100 Linear Feet	\$ 5,000.00
		Fifty dollars	
		(Write out unit price)	

C-2	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK	
Section 302	25 Square Yards	\$1,000.00
	Forty dollars	
	(Write out unit price)	
C-3	MILLING, 2" DEPTH	\$ 7,000.00
Section 401	760 Square Yards	
	Nine dollars and .21/00	
	(Write out unit price)	
C-4	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	\$ 10,000.00
Section 401	100 Tons	
	One hundred dollars	
	(Write out unit price)	
C-5	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'	\$ 2,001.70
Section 804	370 Square Yards	
	Five dollars and .41/00	
	(Write out unit price)	
	ADD ALTERNATE 2 - AREA "C" TOTAL:	\$ 25,001.70
	<u>ADD ALTERNATE 3 - AREA D1, D2"</u>	
D-1	SILT FENCE	\$ 500.00
Section 158	100 Linear Feet	
	Five dollars	
	(Write out unit price)	
D-2	REMOVAL OF PAVEMENT	\$ 3,000.00
Section 401	50 Square Yards	
	Sixty dollars	
	(Write out unit price)	

D-3	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK	
Section 302	25 Square Yards	\$ 1,000.00
	Forty dollars	
	(Write out unit price)	
D-4	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	
Section 401	10 Tons	\$ 1,500.00
	One hundred fifty dollars	
	(Write out unit price)	
D-5	4" TOPSOILING, FERTILIZING, & SEEDING TYPE 'GU'	
Section 804	30 Square Yards	\$ 2,500.20
	Eighty three dollars and .34/00	
	(Write out unit price)	
D-6	TREE MAINTENANCE, ROOT PRUNING (IF & WHERE DIRECTED)	
Section 802	10 Units	\$ 500.00
	Fifty dollars	
	(Write out unit price)	
	ADD ALTERNATE 3 - AREA "D1, D2" TOTAL:	\$ 9,000.00
B	TOTAL BASE BID	\$ 151,897.37
B *	TOTAL BASE BID + ALTERNATE #1	\$ 197,272.37
B **	TOTAL BASE BID + ALTERNATE #2	\$ 176,899.07
B ***	TOTAL BASE BID + ALTERNATE #3	\$ 160,897.57
B * **	TOTAL BASE BID + ALT. #1 + ALT. #2	\$ 222,274.07

B * ***	TOTAL BASE BID + ALT. #1 + ALT. #3	\$ 206,272.37
B ** ***	TOTAL BASE BID + ALT. #2 + ALT. #3	\$ 185,899.27
B * ** ***	TOTAL BASE BID + ALT.#1 + ALT.#2 + ALT.#3	\$ 231,274.27

If a Corporation,

Name of Contractor N/A

Signature of Bidder _____
 Name Title

Business Address _____

Incorporated under the Laws of the State of _____

President _____
 (Name) (Title)

Secretary _____
 (Name) (Title)

Treasurer _____
 (Name) (Title)

Dated: Jan. 21, 2025

(Affix Corporation Seal Here)

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

Name of Company Protective Paving, LLC

Signature of Bidder *Adriana Fama*
Adriana Fama / Controller (Title)

Names and Addresses of Members of Company

(100%) William L. Fama 12 Kearney Dr., Milltown, NJ 08850

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

TOWNSHIP OF WEST WINDSOR
FY2023 Community Park Grant Trail Resurfacing
at West Windsor Community Park

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			

Acknowledged by Bidder

Name of Bidder: Protective Paving, LLC

By Authorized Representative: Adriana Fama

Signature: 

Print Name and Title: Adriana Fama Controller

Date: 1/20/24

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: Protective Paving, LLC

Organization Address: 12 Kearney Dr., Milltown, NJ 08850

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.)**

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

Name of Individual or Business Entity	Address
William L. Fama	12 Kearney Dr., Milltown, NJ 08850

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

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


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
None	

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	Address
William L. Fama	12 Kearney Dr., Milltown, NJ 08850

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 Township of West Windsor 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 the Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Adriana Fama	Title:	Controller
Signature:		Date:	1/20/25

LIST OF SUBCONTRACTORS

TITLE OF BID: FY2023 Community Park
Grant Trail Resurfacing

NAME OF BIDDER: Protective Paving, LLC

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
<u>IN House</u>				

Plumbing and Gas Fitting and All Kindred Work:

Name NONE Phone # _____

Address _____

License Number _____

Electrical Work:

Name NONE Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name NONE Phone # _____

Address _____

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

Name NONE Phone # _____

Address _____

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: Jan. 4, 2001
Name and address of Officers: William L. Fama Member
President: William L. Fama 12 Kearney Dr., Milltown, NJ 08850
Vice President: _____
Secretary: _____
Treasurer: _____

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 24 yrs
2. How many years' experience in this type of construction work has your organization had? 47 yrs.
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	<u>\$ 336,315.22</u>	<u>7/12/24</u>	<u>"Site Improvements at Engine 3 Station for City of Plainfield"</u>
B.	<u>\$ 329,560.00</u>	<u>8/20/24</u>	<u>Hamilton Board of Education</u>
C.	<u>\$ 738,480.00</u>	<u>8/31/22</u>	<u>Lawrence Twsp. Public Schools</u>
D.	<u>\$ 198,240.00</u>	<u>6/01/21</u>	<u>Keyport Board of Ed</u>
E.	<u>\$ 597,900.00</u>	<u>8/30/19</u>	<u>Matawan-Aberdeen RSD</u>

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>Chief John Reed 315-317 Bergen St. Plainfield, NJ</u>	<u>908-698-9843</u>
B.	<u>John Miranda Dir. of Facilities 90 Park Ave., Hamilton</u>	<u>609-631-4114</u>
C.	<u>Thomas Eldridge B.A. 2565 Princeton Pike, Lawrenceville</u>	<u>609-671-5500</u>
D.	<u>Mark Wagener Spiezle Arch.</u>	<u>973-747-4443</u>
E.	<u>Ted Hopkins Fraytak Veisz Hopkins Duthie, P.C.</u>	<u>609-883-7101</u>

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

If so, where and why? _____

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? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? NO
If so, where and why? _____

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
VILLAGE GREEN PARK BASKETBALL COURT	TWSP. OF Hillsborough	\$ 58,440.00
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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.

\$738,480.00	Lawrence Twsp. Public Schools	2022
\$269,765.00	Plainfield Public Schools	2022
\$128,400.00	West Windsor-Plainboro RSD	2022

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

Mauldin 1860 Paver with Lasers, Bomag Rollers 5 ton, Mauldin Roller 10 ton
Wirtgen Road Milling Machine, Bobcat A770 Loaders, & John Deere Loaders

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? NO If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.

10. During the previous five (5) calendar years, has your organization failed to pay a subcontractor or supplier for work satisfactorily performed within thirty (30) days of receiving payment from the owner or client for

that work? NO If YES, provide information regarding all payment delays on a separate piece of paper and attach to this Questionnaire.

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

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

COUNTY OF Middlesex :

I, Adriana Fama of the ~~CITY, TOWNSHIP, Borough, etc.)~~
of Milltown in the County of Middlesex and
the State of New Jersey of full age, being duly sworn
according to law on my oath depose and say that:

I am Controller
of the firm of Protective Paving, LLC
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 West Windsor Twsp. 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:

Protective Paving, LLC
(Name of Bidder)

Adriana Fama
(Also type or print name of affiant under signature)
Adriana Fama Controller

Subscribed and sworn to before me this

18th day of January, 2025.

Notary Public of New Jersey

My commission expires 7-7, 2028.



RYAN HEMMINGS
Notary Public, State of New Jersey
My Commission Expires 07/07/2028

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

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

I am Controller, 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.

Protective Paving, LLC
Name of Contractor (Type or Print)

Adriana Fama
Signature/Title Controller

Adriana Fama
(Type or Print Name of Affiant)

Subscribed and Sworn before me this

18th Day of January, 2025

[Signature]
Notary Public
My Commission Expires 7-7-28

RYAN HEMMINGS
Notary Public, State of New Jersey
My Commission Expires 07/07/2028

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

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

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

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

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

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

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

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

EXHIBIT B (Cont.)

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

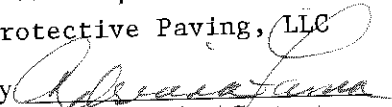
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the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

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

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

Protective Paving, LLC

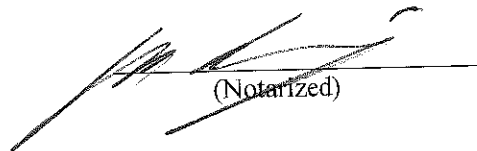
Signed by



Successful Bidder / Contractor

Adriana Fama, Controller

Signed, sealed and delivered
in the presence of



(Notarized)

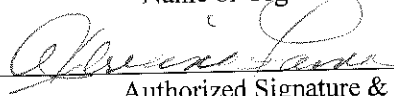
RYAN HEMMINGS
Notary Public, State of New Jersey
My Commission Expires 07/07/2028

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 18th day of January, 2025

as a binding act in deed of Protective Paving, LLC
Name of Organization

 Controller
Authorized Signature & Title

Adriana Fama Controller
Print Authorized Signature Name & Title

PREVAILING WAGE AFFIDAVIT

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

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

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.

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

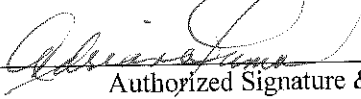
issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

This PREVAILING WAGE AFFIDAVIT is signed this 20th day of
January, 20 25

as a binding act in deed of

Protective Paving, LLC

Name of Organization



Authorized Signature & Title

Adriana Fama Controller

Print Authorized Signature Name & Title

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

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

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

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

Michael J. Boy
Acting Director, Division of Taxation

PROTECTIVE PAVING L.L.C.
12 KEARNEY DR.
MILLTOWN NJ 08850-1458

Tax Registration No. XXX-XXX-982/000
Tax Effective Date 09-01-04
Document Locator No. C0000050182
Date Issued: 06-12-11

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

PROTECTIVE PAVING L.L.C.

ADDRESS:

12 KEARNEY DR.
MILLTOWN NJ 08850-1458

EFFECTIVE DATE:

06/09/03

TRADE NAME:

SEQUENCE NUMBER:

0994527

ISSUANCE DATE:

06/12/11

James J. Jersuano
Director
New Jersey Division of Revenue

FORM-BRC

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

Certificate Number
604151

Registration Date: 06/17/2024
Expiration Date: 06/16/2026



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
William Fama, Managing Member

Protective Paving, LLC
2024

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**PROTECTIVE PAVING L.L.C.
0600105619**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on January 04, 2001.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**WILLIAM L FAMA
12 KEARNEY DR
MILLTOWN, NJ 08850**



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 15th day of May, 2024

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6153589360

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Notice of Classification

From: CClass@treas.state.nj.us (cclass@treas.state.nj.us)

To: billsprotectivepaving@yahoo.com

Date: Friday, May 24, 2024, 08:36 AM EDT

PROTECTIVE PAVING, LLC
12 KEARNEY DRIVE
MILLTOWN, NJ 08850

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,750,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK C059 -ROAD CONSTRUCTION & PAVING C054 -SITE WORK	06/18/2024 06/18/2024 06/18/2024	06/17/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB](#)

Disclosure of Investment Activities in Iran

Person or Entity

Protective Paving, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.


You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Adriana Fama	Title	Controller	
Signature			Date	1/20/25

AMERICANS WITH DISABILITIES ACT

MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signed by Protective Paving, LLC
Adriana Fama
Successful Bidder / Contractor
Adriana Fama, Controller

Signed, sealed and delivered
in the presence of

[Signature]
(Notarized)

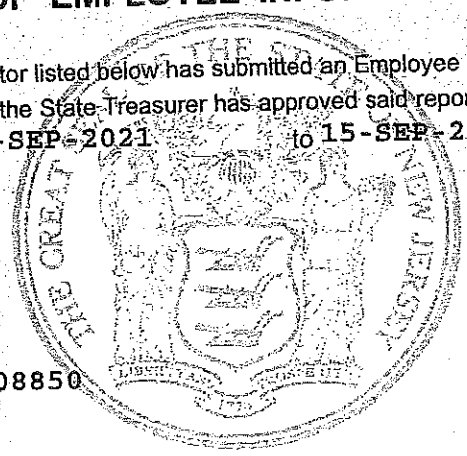
RYAN HEMMINGS
Notary Public, State of New Jersey
My Commission Expires 07/07/2028

Bid Forms Section

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-SEP-2021** to **15-SEP-2028**



PROTECTIVE PAVING, LLC
12 KEARNEY DR.
MILLTOWN NJ 08850



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

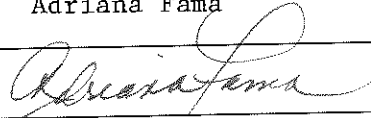
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	Protective Paving, LLC
Physical Address of Individual or Organization	12 Kearney Dr. Milltown, NJ 08850
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Adriana Fama	Title:	Controller
Signature:		Date:	1/20/25

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	William L. Fama
Physical Address	12 Kearney Dr. Milltown, NJ 08850

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)


<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	William L. Fama
Physical Address	12 Kearney Dr. Milltown, NJ 08850

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Adriana Fama	Title:	Controller
Signature:		Date:	1/20/25

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input checked="" type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
-------------------------------------	--

Name of Business Entity	Physical Address
Protective Paving, LLC	12 Kearney Dr., Milltown, NJ 08850

****Add additional sheets if necessary****

OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.


Section B (skip if no business entities are listed in Section A of Part IV)	
<input checked="" type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
Protective Paving, LLC	12 Kearney Dr., Milltown, NJ 08850

Add additional Sheets if necessary

OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Adriana Fama	Title:	Controller
Signature:		Date:	1/20/25

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1327043

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Protective Paving, LLC
12 Kearney Dr Milltown, NJ 08850 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto Township of West Windsor
271 Clarksville Road Princeton Junction, NJ 08550 (hereinafter called the Obligee)
in the full and just sum of 10 % Percent of Total Bid Amount Not to Exceed \$ 20000 Dollars
(\$) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 22nd day of January, 2025 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for
FY2023 Park Grant Trail Resurfacing at West Windsor Community Park

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall,
in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Protective Paving, LLC

WITNESS:

[Signature]
(If individual or firm)

[Signature], PRINCIPAL

By: _____ (SEAL)

ATTEST:

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: *Vanessa M. Sinacore*
Vanessa Sinacore, Attorney-in-fact

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

B 1327043

SURETY CONSENT

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable considerations, Selective Insurance Company of America, herein called the Company, consents and agrees that if the contract for
FY2023 Park Grant Trail Resurfacing at West Windsor Community Park

for which the preceding proposal is made be awarded to
Protective Paving, LLC

of 12 Kearney Dr Milltown, NJ 08850 , herein
called the Bidder, the Company will become bound as Surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such contract when notified or awarded then the Company will pay to Township of West Windsor
271 Clarksville Road, Princeton Junction, NJ 08550

, herein
called the Obligee, its damages per the terms of the bid bond provided to the Obligee with the Bidder's proposal and this consent.

Signed, sealed and dated January 22, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

BY: Vanessa M. Sinacore
Attorney-in-Fact

Vanessa Sinacore

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1327043

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

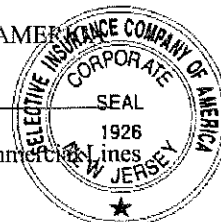
does hereby appoint: **Vanessa Sinacore**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$2,750,000.00**

Signed this 16th day of January, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

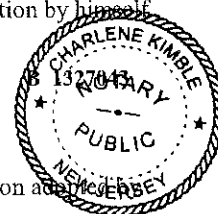
:ss. Branchville

COUNTY OF SUSSEX :

On this **16th** day of **January**, **2025** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 16th day of January, 2025

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-21)

CERTIFIED COPY

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1327043

STATEMENT OF FINANCIAL CONDITION

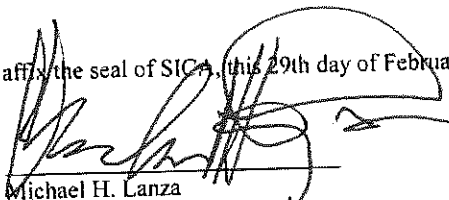
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

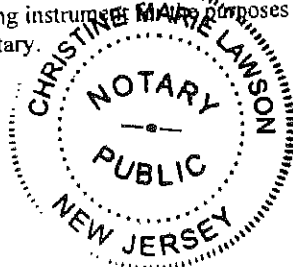
IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.


Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :
:ss. Branchville

COUNTY OF SUSSEX :

On this 29 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument and all purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumber

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2022, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$851,828,532	KPMG LLP 345 Park Avenue New York, NY 10154

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

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$85,183,000	July 1, 2023

(4) The amount of the bond to which this statement and certification is attached is
\$ The amount bid .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Timothy A. Marchio

(Printed name of certifying agent/officer)

Vice President, Bond SBU

(Title of certifying agent/officer)

Dated: 07/26/2023

(month, day, year)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New Jersey

County of Middlesex

On this 18th day of January, 2025

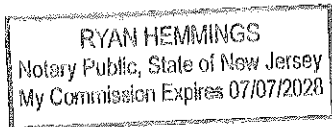
personally came before me, Adriana Fama

Controller of Protective Paving, LLC to me known to

be the person who executed the foregoing and acknowledged that they had the authority to execute same as the act of said limited liability company.

My commission expires 7-7-28


Notary Public



SURETY ACKNOWLEDGMENT

State of New Jersey

County of Sussex

On this 22nd day of January, 2025

Before me personally came Vanessa Sinacore to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Selective Insurance Company of America the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 1/27/2026

Sarah Kapuscinski

SARAH KAPUSCINSKI
Commission # 50150067
Notary Public, State of New Jersey
My Commission Expires
January 27, 2026