

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

B. INCLUDED WITH THIS BID SHALL BE THE FOLLOWING DOCUMENTS

West Windsor Requires
w. Submission of Bid

Bidder: Initial each
Item Submitted w/ Bid

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

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

Name of Bidder: Esposito Construction LLC

By Authorized Representative: Joseph Bartolini

Signature: JOSEPH BARTOLINI

Print Name and Title: Joseph Bartolini - Estimator

Bid Forms Section

Date Signed: 1/15/21

JOSEPH BARTOLINO

BID FORM

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

RE: **WEST WINDSOR TOWNSHIP
ADA ACCESSIBLE RAMPS, SIDEWALKS,
AND PEDESTRIAN IMPROVEMENTS**

This Bid will not be accepted after **Wednesday, January 20, 2021, 11:00 am**, prevailing time on, at which time all Bids will be publicly opened and read.

Esposito Construction 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.

Bid Forms Section

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."

If a Corporation,

Name of Contractor Esposito Construction LLC.

Signature of Bidder JOSEPH BARTOLINI Joseph Bartolini - Estimator
Name Title

Business Address 253 Main St. Ste 385, Matawan, NJ 07747

Incorporated under the Laws of the State of

President Matthew Esposito - Owner
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 1/15/21

(Affix Corporation Seal Here)

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

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

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

**WEST WINDSOR TOWNSHIP
ADA ACCESSIBLE RAMPS, SIDEWALKS, AND PEDESTRIAN SAFETY
IMPROVEMENTS**

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			
N/A				

Acknowledged by Bidder

Name of Bidder: Esposito Construction LLC.

By Authorized Representative:

Signature: JOSEPH BARTOLINI

Print Name and Title: Joseph Bartolini - Estimator

Date: 1/15/21

BID ITEMS**WEST WINDSOR TOWNSHIP****ADA ACCESSIBLE RAMPS, SIDEWALKS,
AND PEDESTRIAN SAFETY IMPROVEMENTS****BASE BID**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Gen. Req. Sec. 01601	Mobilization Lump Sum @ \$ 26500 <i>Thirty Twenty Six Thousand Five Hundred Dollars</i> <i>2B</i> (Write out unit price)	26500 36,500 <i>2B</i>
2	NJDOT Spec. 201.04	Clearing Site Lump Sum @ \$ 10000 13,000 <i>Thirteen Thousand Dollars</i> <i>2B</i> (Write out unit price)	13,000 10000 <i>2B</i>
3	Gen. Req. Sec. 01604	Project Video Lump Sum @ \$ 500 FIVE HUNDRED DOLLARS (Write out unit price)	500
4	NJDOT Spec. 159.04	Traffic Director, Flagger 350 HOURS @ \$.01 per HOUR ONE PENNY (Write out unit price)	3.50
5	NJDOT Spec. 159.04	Traffic Cones 25 UNITS @ \$.01 per UNIT ONE PENNY (Write out unit price)	.25

6	NJDOT Spec. 159.04	Drums 15 UNITS @ \$.01 per UNIT <u>ONE PENNY</u> (Write out unit price)	.15
7	NJDOT Spec. 159.04	Breakaway Barricade 6 UNITS @ \$.01 per UNIT <u>ONE PENNY</u> (Write out unit price)	.06
8	NJDOT Spec. 158.04	Inlet Filter, Type 2 13 UNITS @ \$.01 per UNIT <u>ONE PENNY</u> (Write out unit price)	.13
9	NJDOT Spec. 601.04	4" Perforated HDPE Underdrain, If & Where Directed 100 LF @ \$ 15 per LF <u>FIFTEEN DOLLARS</u> (Write out unit price)	1500
10	NJDOT Spec. 601.04	12" Ductile Iron Pipe 59 LF @ \$ 110 per LF <u>ONE HUNDRED TEN DOLLARS</u> (Write out unit price)	6490
11	NJDOT Spec. 610.04	Mono-Directional White Pavement Reflector 42 UNITS @ \$ 50 per UNIT <u>Fifty Dollars</u> (Write out unit price)	2100
12	NJDOT Spec. 602.04	Inlet, Type "B" with 4" Type 'N' Eco Curb Piece and Bicycle Safe Frame and Grate 1 UNIT @ \$ 5000 per UNIT <u>FIVE THOUSAND DOLLARS</u>	5000

13	NJDOT Spec. 602.04	(Write out unit price) Raise Manhole Frame and Cover	150
		3 UNITS @ \$ 50 per UNIT FIFTY DOLLARS	
14	NJDOT Spec. 602.04	(Write out unit price) 6" Type 'N' Eco Curb Piece	1800
		6 UNITS @ \$ 300 per UNIT THREE HUNDRED DOLLARS	
15	NJDOT Spec. 602.04	(Write out unit price) Repair of Structure	2450
		7 UNITS @ \$ 350 per UNIT THREE HUNDRED FIFTY DOLLARS	
16	NJDOT Spec. 607.04	(Write out unit price) 6"x8"x18" Concrete Vertical Curb	38286
		1,418 LF @ \$ 27 per LF TWENTY SEVEN DOLLARS	
17	NJDOT Spec. 606.04	(Write out unit price) Concrete Sidewalk, 4" Thick	28420
		392 SY @ \$ 72.50 per SY SEVENTY TWO DOLLARS AND FIFTY CENTS	
18	NJDOT Spec. 606.04	(Write out unit price) Concrete Sidewalk, Reinforced, 6" Thick	7600
		76 SY @ \$ 100 per SY ONE HUNDRED DOLLARS	
19	NJDOT Spec. 606.04	(Write out unit price) Hot Mix Asphalt Driveway, 2" Thick	720
		36 SY @ \$ 20 per SY TWENTY DOLLARS	

~~Ninety Five Dollars~~
(Write out unit price)

20	NJDOT Spec. 606.04	Remove and Reset Brick Paver Driveway Apron 15 SY @ \$ 100 per SY ONE HUNDRED DOLLARS	1500
		(Write out unit price)	
21	NJDOT Spec. 606.04	Detectable Warning Surface 22 SY @ \$ 450 per SY FOUR HUNDRED FIFTY DOLLARS	9900
		(Write out unit price)	
22	NJDOT Spec. 401.04	HMA Milling, 3" or Less 2,875 SY @ \$ 7.04 per SY SEVEN DOLLARS AND FOUR CENTS	20247.60
		(Write out unit price)	
23	NJDOT Spec. 401.04	HMA Milling, 3" Depth to 6" Depth 400 SY @ \$.01 per SY ONE PENNY	4
		(Write out unit price)	
24	NJDOT Spec. 401.04	HMA Pavement Repair 310 SY @ \$ 20 per SY TWENTY DOLLARS	6200
		(Write out unit price)	
25	NJDOT Spec. 401.04	Tack Coat 398 GAL @ \$.01 per GAL ONE PENNY	3.98
		(Write out unit price)	
26	NJDOT Spec. 401.04	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick 430 TONS @ \$ 95.03 per TON	40862.94

Ninety Five Dollars and
Three Cents

NINETY FIVE DOLLARS AND THREE CENTS

Ninety Five Dollars and three cents

(Write out unit price)

2B

27

NJDOT Spec.

401.04

Hot Mix Asphalt 9.5M64 Leveling Course,
Variable Thickness

85 TONS @ \$.01 per TON

ONE PENNY

.85

(Write out unit price)

28

NJDOT Spec.

401.04

Hot Mix Asphalt 19M64 Base Course, 6" Thick

160 TONS @ \$.01 per TON

ONE PENNY

1.60

(Write out unit price)

29

NJDOT Spec.

401.04

Sealing of Cracks in Hot Mix Asphalt Surface
Course

7,900 LF @ \$ 1 per LF

TWENTY FIVE CENTS

7900

(Write out unit price)

30

NJDOT Spec.

401.04

Dense Graded Aggregate, If & Where Directed

50 CY @ \$.01 per CY

ONE PENNY

.50

(Write out unit price)

31

NJDOT Spec.

401.04

1 1/2" Clean Stone, If & Where Directed

50 CY @ \$.01 per CY

ONE PENNY

.50

(Write out unit price)

32

NJDOT Spec.

612.04

Rectangular Rapid Flashing Beacon, Complete

4 UNITS @ \$ 15000 per UNIT

FIFTEEN THOUSAND DOLLARS

60000

(Write out unit price)

33

NJDOT Spec.

30"X30" Regulatory Sign, R1-1 'Stop'

Bid Forms Section

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	612.04	1 UNIT @ \$ 225 per UNIT	225
		<u>Two Hundred twenty five</u> <u>dollars</u>	
		(Write out unit price)	
34	NJDOT Spec. 612.04	36"x26" Warning Sign, W17-1 'Speed Hump' 3 UNITS @ \$ 375 per UNIT	1125
		<u>Three Hundred seventy five dollars</u>	
		(Write out unit price)	
35	NJDOT Spec. 612.04	12"x12" Warning Sign, W13-1p '15 MPH' 3 UNITS @ \$ 75 per UNIT	225
		<u>Seventy Five Dollars</u>	
		(Write out unit price)	
36	NJDOT Spec. 610.04	Preformed Thermoplastic Crosswalk 170 SY @ \$ 260 per SY	44200
		<u>Two Hundred sixty dollars</u>	
		(Write out unit price)	
37	NJDOT Spec. 610.04	Traffic Markings, 24" Wide White 185 LF @ \$ 6 per LF	1110
		<u>Six Dollars</u>	
		(Write out unit price)	
38	NJDOT Spec. 610.04	Traffic Markings, 8" Wide White 520 LF @ \$ 2 per LF	1040
		<u>Two Dollars</u>	
		(Write out unit price)	
39	NJDOT Spec. 610.04	Traffic Markings, Chevron 8 UNITS @ \$ 300 per UNIT	2400
		<u>Three Hundred dollars</u>	
		(Write out unit price)	

40	NJDOT Spec. 610.04	Traffic Stripes, 4" Wide Yellow 3,282 LF @ \$ 2.50 per LF TWO DOLLARS FIFTY CENTS (Write out unit price)	8205
41	NJDOT Spec. 811.04	Topsolling, 5" Thick 460 SY @ \$ 5 per SY Five Dollars (Write out unit price)	2300
42	NJDOT Spec. 811.04	Fertilizing and Seeding, Type A-3 460 SY @ \$ 3 per SY THREE DOLLARS (Write out unit price)	1380
43	NJDOT Spec. 160.04	Fuel Price Adjustment 1,500 Dollar @ \$1.00 One Dollar and Zero Cents (Write out unit price)	\$1,500.00
44	NJDOT Spec. 160.04	Asphalt Price Adjustment 3,500 Dollar @ \$1.00 One Dollar and Zero Cents (Write out unit price)	\$3,500.00

TOTAL PRICE BID (ITEMS 1-44)

2B
Fifty
Three Hundred Fifty Eight
Thousand three hundred fifty
two dollars and six cents
(Write out price)

Bid Forms Section
28

Total Bid: \$ 358,352.06

J-L B.A.
Joseph Bartolini - Estimator

BID BOND

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

Esposito Construction LLC. as Principal, and USI Service Group Inc. as Surety, are

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

10% NTE \$20,000 (\$ _____) for the payment of which, well and truly to be

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

Signed this, 15 day of January, 2021.

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

**ADA ACCESSIBLE RAMPS, SIDEWALKS
AND PEDESTRIAN SAFETY IMPROVEMENTS**

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

BY: _____
Witness

Principal

Surety

Attorney-in-Fact

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Esposito Construction, LLC
of 24 Merchants Way, Suite 109, Colts Neck, NJ 07722 (hereinafter called the Principal),
as Principal, and Hudson Insurance Company

(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 penal sum of Ten Percent (10%) of Amount Bid, Not to
Exceed \$20,000. Dollars (\$ XXXX)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to
submit a proposal to the Obligee on a contract for ADA Accessible Ramps, Sidewalks and Pedestrian
Safety Improvements

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such
time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with Surety
acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void;
otherwise to remain in full force and effect.

Signed and sealed this 20th day of January, 2021.



Witness

Esposito Construction, LLC (Seal)
Principal

By: JL Bt Estimator

Title

Hudson Insurance Company (Seal)
Surety

By: Michael Culnen

Attorney-in-Fact



Robyn Rost Witness



Hudson Insurance Company
100 William Street
5th Floor
New York, NY 10038

Consent of Surety

Various bonds, including a performance bond, will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Township of West Windsor
(Owner)

Re: Esposito Construction, LLC
(Contractor)

ADA Accessible Ramps, Sidewalks and Pedestrian Safety Improvements
(Project Description)

This is to certify that Hudson Insurance Company will provide to Township of West Windsor
(Owner)

all bonds required by the contract, including but not limited to a performance bond in the full amount of the awarded contract, in the event that said contractor is awarded a contract for the above project.

Esposito Construction, LLC
(Contractor)

M Culnen

(Authorized Agent of Hudson Insurance Company)
Michael Culnen, Attorney-In-Fact

Date: January 20, 2021

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Michael Culnen, Cathy Knoke, Pamela B. Lipkin-Sauertig

of the state of New Jersey

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed on this 11th day of February, 20 20 at New York, New York.



Attest: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

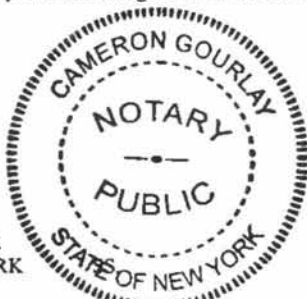
HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 11th day of February, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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"

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In witness whereof, I have hereunto set my hand and the seal of said Company this 20th day of January, 20 21.

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

Hudson Insurance Company ("HIC"), 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 Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this state, of the surety participating in the insurance of the attached bond is in the following amounts as of the calendar year ended December 31, 2019 (*most recent calendar year which capital and surplus amount are available*), which amounts have been audited by PriceWaterhouseCoopers LLP, PriceWaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

Surety Company

Hudson Insurance Company

Capital and Surplus

\$ 477,153,375

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

Surety Company

Hudson Insurance Company

Underwriting Limitation

\$ 47,715,000(effective 7/1/2020)

\$ 44,149,000 (effective 7/1/2019)

(4) The amount of the bond which this statement and certification is attached is \$ Ten Percent (10%) of Amount Bid, Not to Exceed \$20,000

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

Reinsurer

Address

Amount

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

CERTIFICATE

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

I, Keith M. Brennan, as Controller for Hudson Insurance Company, a corporation domiciled in Delaware, 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.

HUDSON INSURANCE COMPANY

By: Keith Brennan
Keith M. Brennan
Controller

Dated: January 20, 2021
(Month, Day, Year)

Effective date: 7/1/2020

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2019

ASSETS

Bonds	\$	345,619,567
Real estate		0
Cash on hand and on deposit		111,338,436
Reinsurance Receivable		356,648,283
FIT recoverable (including net deferred tax asset)		16,352,414
Aggregate write-ins for other than invested assets		374,021,233
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		68,255,801
Stocks		254,859,465
Other Assets		89,769,150
Total Assets	\$	<u>1,616,864,349</u>

LIABILITIES & SURPLUS

Losses	\$	232,135,659
Loss adjustment expense		27,181,246
Other expenses		27,548,056
Unearned Premiums		113,141,748
Ceded reinsurance premiums payable		605,079,295
Payable to parent, subsidiaries and affiliates		4,826,344
Commissions payable, contingent commissions and other similar charges		22,657,806
Other Liabilities		107,140,820
Total Liabilities	\$	<u>1,139,710,974</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		176,173,040
Surplus as regards policyholders	\$	<u>477,153,375</u>
Total Liabilities and Surplus	\$	<u>1,616,864,349</u>

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

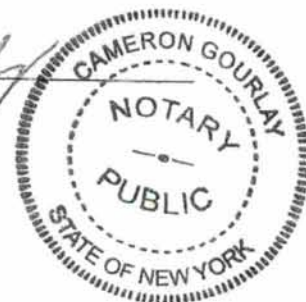
I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of MARCH, 2020.

Keith Brennan
Keith M. Brennan
Controller

Subscribed and sworn to before me this 24th day of MARCH, 2020.
My commission expires

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022



SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

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

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

LIST OF SUBCONTRACTORS

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

TITLE OF BID: ADA Accessible Ramps, Sidewalks, and

NAME OF BIDDER: Esposito Construction LLC.

Pedestrian Safety Improvements

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
	<u>Monmouth</u>			
Alpha Contracting Co.	PO Box 656, South River, NJ	(732) 416-9977	Concrete	
Dan Swayze and Son Inc.	2351 Waldheim Ave., Scotch Plains, NJ	908-789-1336	Striping/Signage	
<u>Straight Edge</u>	<u>201 Wilton Middlesex, NJ</u>	<u>732 302 3001</u>	<u>Str. plng / signage</u>	

Plumbing and Gas Fitting and All Kindred Work:

Name N/A Phone # _____

Address _____

License Number _____

Electrical Work:

Name N/A Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name N/A Phone # _____

Address _____

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

Name N/A Phone # _____

Address _____

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, Joseph Bartolini of the Municipality of Jackson in the County of Ocean 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 Joseph Bartolini, 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.

Esposito Construction LLC.

Name of Contractor (Type or Print)

JOSEPH BARTOLINI

Signature/Title

Joseph Bartolini

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

19th Day of January, 2021

Amanda Dugan
Notary Public

My Commission Expires 9/28/2021

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50045830
My Commission Expires 9/28/2021

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2005

Name and address of Officers: Matthew Esposito - Owner 4 Talleyrand Drive, Colts Neck, NJ

President: _____

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?

15 years

2. How many years' experience in this type of construction work has your organization had? 15 years

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>Please 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>Please 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? _____

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>SEE ATTACHED SHEETS</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.

SEE ATTACHED SHEETS

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

Please see attached

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

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 \$ 10% NTE \$20,000, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

USI Service Group Inc.

Insurance Company,

Name

51 Progress St., Union, NJ 07083

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) ADA Accessible Ramps, Sidewalks, and Pedestrian Safety Improvements

is awarded to (Bidder) Esposito Construction LLC.

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

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

INSURANCE COMPANY

(Name)

By _____

(Name)

Attorney in Fact

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :
COUNTY OF Ocean : SS:

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

I am Joseph Bartolini
of the firm of Esposito Construction 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 _____ 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:

Esposito Construction LLC.

(Name of Bidder)

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

JOSEPH BARTOLINI
(Also type or print name of affiant under signature)
Joseph Bartolini

Subscribed and sworn to before me this

10th day of January, 2021

Notary Public of

My commission expires

9/28, 2021
Amanda Dugan

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50045830
My Commission Expires 9/28/2021

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of

Organization: Esposito Construction LLC.

Organization

Address: 253 Main St. Ste 385, Matawan, NJ 07747

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	Home Address (for Individuals) or Business Address
Matthew Esposito	4 Talleyrand Drive, Colts Neck, NJ

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	Home Address (for Individuals) or Business Address
Matthew Esposito 100%	4 Talleyrand Drive, Colts Neck, NJ

Part IV Certification

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

Full Name (Print):	Joseph Bartolini	Title:	Estimator
Signature:	<i>JOSEPH BARTOLINI</i>	Date:	1/15/21

(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

JOSEPH BARTOLINI
Successful Bidder / Contractor

JOSEPH BARTOLINI - ESTIMATOR

Signed, sealed and delivered
in the presence of

AMANDA DUGAN
(Notarized)

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50045330
My Commission Expires 9/28/2021

AGREEMENT

This Contract made the _____ day of _____, 2020 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **ADA Accessible Ramps, Sidewalks and Pedestrian Safety Improvements**. Performance by the Contractor is to be completed not later than **45** calendar days from the commencement date set forth in a written notice to proceed from the Township.

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

Section 2. Indemnification.

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

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

Section 3. Insurance

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

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, general and contractual liability insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The

Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

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

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

Section 5. Compliance with State and Federal Law.

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

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

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

- a. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include but not be limited to the following: employment;

Bid Forms Section

upgrading; demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

- b. The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or

Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as

trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 7. Acknowledgement of compliance with Section 11 of Chapter 158 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

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

Section 8. Furnishing of Maintenance Bond.

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

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of Five Hundred Dollars (\$500.00) 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.

ATTEST:

TOWNSHIP OF WEST WINDSOR

Gay Huber
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 15 day of January, 2021

as a binding act in deed of Esposito Construction LLC.

Name of Organization

JOSEPH BARTOLINI Estimator
Authorized Signature & Title

Joseph Bartolini - Estimator

Print Authorized Signature Name & Title



PREVAILING WAGE AFFIDAVIT

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

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

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

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

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

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

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

This PREVAILING WAGE AFFIDAVIT is signed this 15 day of
January, 20 21

as a binding act in deed of Esposito Construction LLC.

Name of Organization

JOSEPH BARTOLINI

Authorized Signature & Title

Joseph Bartolini - Estimator

Print Authorized Signature Name & Title



NEW JERSEY STATUTORY
PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned 253 Main St. Ste 385, Matawan, NJ 07747
Esposito Construction LLC. (Name or legal title & address of CONTRACTOR)

as Principal, and USI Service Group Inc. (Legal title of SURETY)

a corporation organized and existing under the laws of the State of New Jersey
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 10% NTE \$20,000 (\$ _____)

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 January, 20 21

enter into a contract with Township of West Windsor

for ADA Accessible Ramps, Sidewalks, and Pedestrian Safety Improvements

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

NOW, if the said Esposito Construction LLC.

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 January, 2021.

ATTEST:

Witness

Principal

Witness

Surety

NEW JERSEY STATUTORY
PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned 253 Main St. Ste 385, Matawan, NJ 07747
Esposito Construction LLC. (Name or legal title & address of CONTRACTOR)

as Principal, and USI Service Group Inc. (Legal title of SURETY)

a corporation organized and existing under the laws of the State of New Jersey
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 10% NTE \$20,000 (\$ _____)

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 January, 2021

enter into a contract with Township of West Windsor

for ADA Accessible Ramps, Sidewalks, and Pedestrian Safety Improvements

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

NOW, if the said Esposito Construction LLC.

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 January, 20 21.

ATTEST:

Witness

Principal

Witness

Surety

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned Esposito Construction LLC, 253 Main St. Ste 385, Matawan, NJ 07747

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

as PRINCIPAL, and USI Service Group Inc.

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of New Jersey

as SURETY are held and firmly bound into Township of West Windsor

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

as OBLIGEE, in the full and just several sums of 10% NTE \$20,000

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)

253 Main St. Ste 385, Matawan, NJ 07747 (Address)(Business Address)

(Individual or Partnership Principal)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____

(Affix Corporate Seal)

CONTRACTOR'S AFFIDAVIT

STATE OF: New Jersey

COUNTY OF: Monmouth

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

Joseph Bartolini

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

Of Esposito Construction LLC.
(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

ADA Accessible Ramps, Sidewalks, and Pedestrian Safety Improvements

(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: New Jersey

SS:

COUNTY OF: Monmouth

On this _____ day of January, 2021, before me personally came

and appeared Joseph Bartolini to me known, who,

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

and

that he is the Estimator of Esposito Construction LLC.;

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: New Jersey SS: _____

COUNTY OF: Monmouth _____

On this _____ day of January, 20 21, before me personally came and appeared Joseph Bartolini to me known and known to me to be one of the members of the firm of Esposito Construction LLC; 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:

Joseph Bartolini
(Full Name)
Of Esposito Construction LLC.
(Company and Street Address)

Monmouth County and State of New Jersey

does hereby acknowledge that he has received this _____ day of January, 2021
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

Esposito Construction LLC.
(Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said Esposito Construction LLC.
(Contractor)

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

NOW THEREFORE, the said Esposito Construction LLC.
(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 January, 2021, 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, Esposito Construction LLC.
(Contractor)

has caused these presents to be duly executed on this _____ day of January, 20 21

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____
(PARTNER) (SEAL)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

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

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

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

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

Name	Not Registered	Registration Number
Bidder <u>Esposito Construction LLC.</u>	_____	<u>SEE ATTACHED SHEETS</u>
(Subcontractor) <u>Alpha Contracting Co.</u>	_____	<u>SEE ATTACHED SHEETS</u>
(Subcontractor) <u>Dan Swayze and Son Inc.</u>	_____	<u>SEE ATTACHED SHEETS</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 19th day

Of January 20 21.

Amanda Dugan

Notary Public of

New Jersey

My Commission Expires 9/28/21, 20 21.

JOSEPH BARTOLINI

Signature

JOSEPH BARTOLINI - ESTIMATOR

Name and Title
(type or print)

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

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50045830
My Commission Expires 9/28/2021

Bid Forms Section
65

PUBLIC WORK CONTRACTOR REGISTRATION FORM

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

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

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

Name	Not Registered	Registration Number
Bidder <u>Esposito Construction LLC</u>	_____	<u>SEE ATTACHED SHEETS</u>
(Subcontractor) <u>Alpha Contracting Co.</u>	_____	<u>SEE ATTACHED SHEETS</u>
(Subcontractor) <u>Dan Swayze and Son Inc.</u>	_____	<u>SEE ATTACHED SHEETS</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 19th day
Of January 20 21.

Amanda Dugan

JOSEPH BARTOLINI

Signature

Notary Public of New Jersey

JOSEPH BARTOLINI - ESTIMATOR

Name and Title
(type or print)

My Commission Expires 9/28, 20 21

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Comm # 50045830
My Commission Expires 9/28/2021

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: ADA Accessible Ramps, Sidewalks, and Pedestrian Safety Improvements **Bidder/Offoror:** Esposito Construction LLC.

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

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

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

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

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJ Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ **Relationship to Bidder/Offoror** _____

Description of Activities _____

Duration of Engagement _____ **Anticipated Cessation Date:** _____

Bidder/Offoror Contact Name _____ **Contact Phone Number** _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with West Windsor Township to notify the State of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with West Windsor Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Joseph Bartolini **Signature:** JOSEPH BARTOLINI

Title Estimator **Date:** 1/15/21



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

TRENTON, NEW JERSEY 08625-0039

MAURICE A. GRIFFIN
Acting Director

<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

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

List Date: July 30, 2019

**Americans with Disabilities Act
Mandatory Language**

Equal Opportunity for Individuals with Disabilities

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

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

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

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

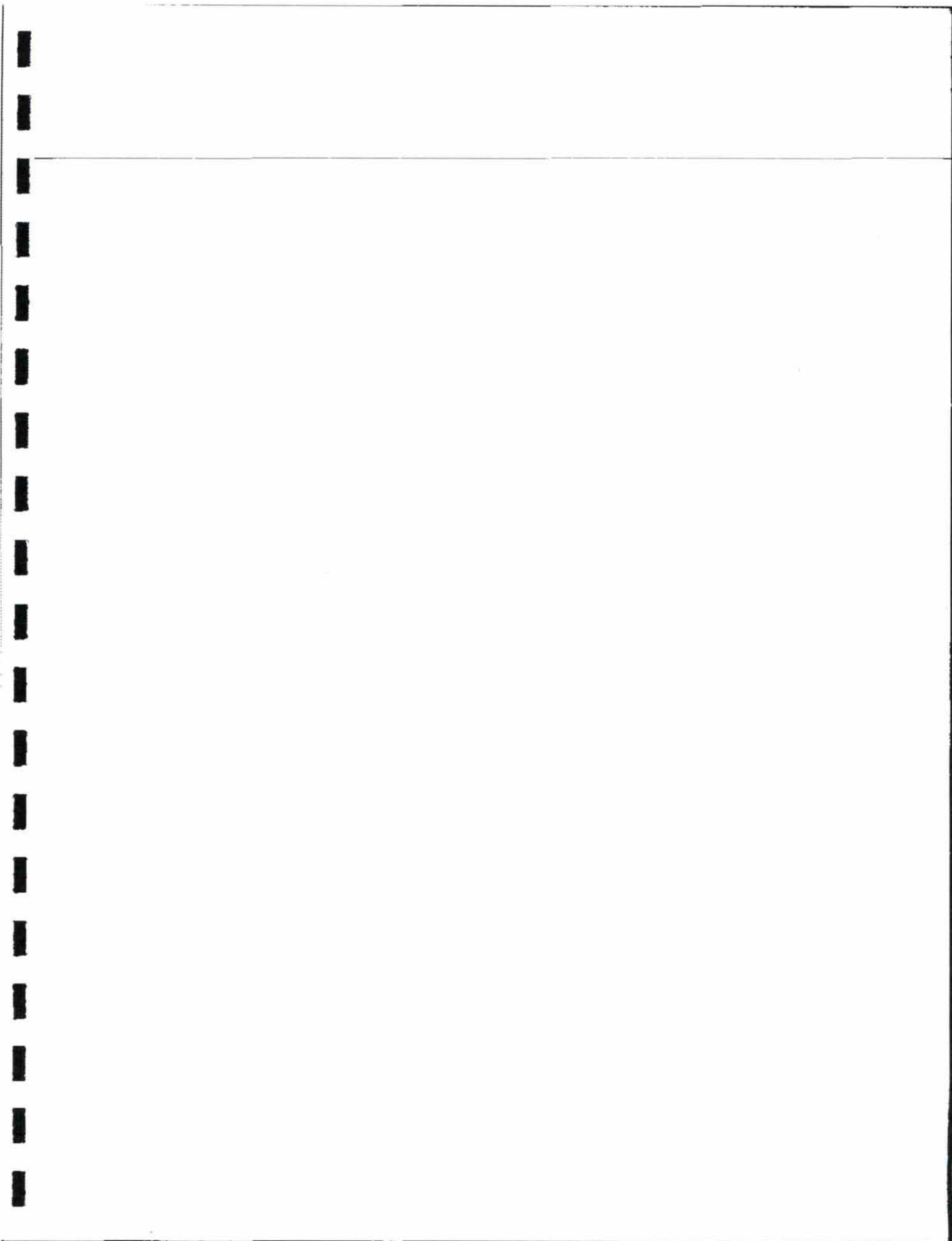
Signed by JOSEPH BARTOLINI
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

AMANDA DUGAN
(Notarized)

AMANDA DUGAN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50045830
My Commission Expires 9/28/2021

Bid Forms Section
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GENERAL CONDITIONS

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 - 3.2 CORRELATION OF DOCUMENTS
 - 3.3 APPLICATION OF SPECIAL REQUIREMENTS
 - 3.4 DISCREPANCIES, ERRORS AND OMISSIONS
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 - 3.6 COMPLIANCE WITH LAWS
 - 3.7 PROVISIONS REQUIRED BY LAW DEEMED INSERTED
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 - 4.3 MUTUAL RESPONSIBILITY OF CONTRACTORS
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GENERAL CONDITIONS

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- 4.14 EXAMINATION OF THE WORK
- 4.15 UNACCEPTABLE WORK
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- 4.18 PRICES FOR WORK
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 - 5.2 OWNER'S RIGHT TO TAKE OVER THE WORK
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 - 5.4 PERMITS

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

ESPOSITO CONSTRUCTION LLC

TRADE NAME:

ADDRESS:

**32 BIRCH STREET
OLD BRIDGE NJ 08857**

SEQUENCE NUMBER:

1376083

EFFECTIVE DATE:

01/07/05

ISSUANCE DATE:

02/01/17

James J. Fusione
Director
New Jersey Division of Revenue

FORM-BRC

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs - KORE CL 300 Executive Drive West Orange, NJ 07052 973 965-3100		CONTACT NAME: Katlen M. Yesse PHONE (A/C, No, Ext): 973 965-3100 E-MAIL ADDRESS: katlen.yesse@usi.com FAX (A/C, No): 610 537-2349															
INSURED Esposito Construction, LLC 253 Main Street Suite 385 Matawan, NJ 07747		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Family Home Insurance Company</td> <td>23450</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Company of N A</td> <td>43575</td> </tr> <tr> <td>INSURER C : New Jersey Manufacturers Insurance Co.</td> <td>12122</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E : American Alternative Insurance Corp</td> <td>19720</td> </tr> <tr> <td>INSURER F : Hanover Insurance Company</td> <td>22292</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Family Home Insurance Company	23450	INSURER B : Indemnity Insurance Company of N A	43575	INSURER C : New Jersey Manufacturers Insurance Co.	12122	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : American Alternative Insurance Corp	19720	INSURER F : Hanover Insurance Company	22292
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		88A5GL0000365	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys Damage <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		88A2CA100080800 Comp Ded: \$1,000 Coll Ded: \$1,000	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		N10840892005	07/01/2018	07/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	W39932918	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution		PEC004310804	01/16/2018	01/16/2019	Occ/Agg: \$10,000,000
F	Contractors' Equipment		RHYA04615504 (\$1,000 Ded)	07/01/2018	07/01/2019	Own/Sched: See Below Leased/Rented: \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Of Coverage

CERTIFICATE HOLDER

CANCELLATION

Evidence Of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Esposito Construction L.L.C. – 253 Main Street, Suite 385, Matawan, NJ 07747

Esposito Construction LLC Federal ID # 20-2213504 Formed 1/13/05 DUNS # 80-322-5791

Mailing Address: 253 Main Street, Suite 385, Matawan, NJ 07747

Physical Address: 32 Birch Street, Old Bridge, NJ 08857

Phone: 732-721-4600

Fax: 732-862-1123

Owner:

Matthew Z. Esposito, 4 Talleyrand Drive, Colts Neck, NJ 07722

DOB 11/26/76

Banking Information:

Valley National Bank

Account # 41581091

Contact: Milena Bosak

201-280-3919

Fax: 973-389-7836

55 Union Boulevard, Totowa, NJ 07512

Trade References:

Garden State Precast

Nadine Hurt

NHurd@gardenstateprecast.com

732-938-4436

Fax: 732-938-7096

PO Box 702, Farmingdale, NJ 07724

Ralph Clayton

Robert King

rking@claytonsonline.com

732-751-7621

Fax: 732-751-7618

PO Box 3015, Lakewood, NJ 08701

John Deere

Michael Delia

Michael.Delia@jesco.us

732-589-5839

PO Box Johnston, IA 50131



Assets as 1/22/19

Needs unit number
Populate Field

Done in GPS

Adjust/ put in 360

DOT Violations

Put in HJ

Unit#	Year	Make	Model	Category	Driver	EZ pass
1	2018	Ford	F-350	Light duty truck	Matt Esposito	
2	2018	Ford	F-250	Medium Duty truck	Peter Esposito	
3	2007	Ford	F-150	Light duty truck	Eddie Lombardo	
4	2007	Ford	F-150	Light duty truck		
5	2010	Ford	F-150	Light duty truck	Mike Rehm	
6	2014	Ford	F-150	Light duty truck	Prince Tucker	
7	2014	Ford	F-150	Light duty truck	At yard	
8	2014	Ford	F-150	Light duty truck	Scott Vansickle	
9	2001	Ford	Ranger	Light duty truck	Gilberto	
10	2019	Ford	Explorer XLT 4WD	Light duty truck	Mike Tedeschi	
11	2017	Ford	F-150	Light duty truck	Josh Lazarewicz	
12	2017	Ford	F-150	Light duty truck	George Badgley	
13	2017	Ford	F-150	Light duty truck	Greg Leonard	
14	2017	Ford	F-150	Light duty truck	Anthony Tallarico	
15	2017	Ford	F-150	Light duty truck	Fred Trabel	
16	2018	Ford	F-150	Light duty truck	Joe Glynn	
17	2018	Ford	F-150	Light duty truck	Mathew McMahon	
18	2018	Ford	F-150	Light duty truck	Bemba Balsirow	
19	2018	Ford	F-150	Light duty truck	Fonzi Johnson	
20	2018	Ford	F-150	Light duty truck	Wayne Hinchman	
21	2018	Ford	F-150	Light duty truck	Paul Platt	
22	2018	Ford	F-150	Light duty truck	Steve Thatcher	
23	2018	Ford	F-150	Light duty truck	Tyler	
24	2018	Ford	F-150	Light duty truck	Dennis Hidalgo	
25	2014	Ford	F-150	Light duty truck	temp using-Victor	
26	2014	Ford	F-150	Light duty truck	Jay Patel	
27	2018	Ford	F-150	Light duty truck	Edison Sarango	
28	2017	Dodge	Ram 1500	Light duty truck	Tim Gonzalez	
29	2019	Ford	F-150	Light duty truck	Jeff Jablonski	
30	2016	Ford	F-150	Light duty truck	Joe Bartolini	
31	2006	Dodge	Durango	Light duty truck	Ed Lombardo	

132	2005	International	4300
134	2006	International	4300
139	2010	Kenworth	T880
140	2010	Kenworth	T880
200	2004	Ford	F-250
201	2004	Ford	F-250
202	2006	Ford	F-350
203	2007	Ford	F-350
204	2007	Ford	F-350
205	2010	Ford	F-550
206	2011	Ford	F-350
207	2012	Ford	F-350
208	2012	Ford	F-350
209	2013	Ford	F-550
210	2013	Ford	F-250
211	2013	Ford	F-350
212	2013	Ford	F-250
213	2013	Ford	F-350
215	2019	Ford	F-550
216	2013	Ford	F-550
217	2014	Ford	F-350
218	2015	Ford	F-350
219	2015	Ford	F-350
220	2015	Ford	F-550
221	2016	Ford	F-350
222	2016	Ford	F-350
223	2016	Ford	F-250
224	2016	Ford	F-350
225	2016	Ford	F-350
226	2016	Ford	F-350
227	2016	Ford	F-350
228	2016	Ford	F-550
229	2016	Ford	F-350
230	2017	Ford	F-350
231	2017	Ford	F-250

Heavy duty truck	water truck
Heavy duty truck	water truck
Heavy duty truck	
Heavy duty truck	
Medium Duty truck	Shop
Medium Duty truck	Shop
Medium Duty truck	Shop, Jose
Medium Duty truck	not in service
Medium Duty truck	
Medium Duty truck	
Medium Duty truck	Nester
Medium Duty truck	Colin Woerz
Medium Duty truck	Chino
Medium Duty truck	Raul Maldonado
Medium Duty truck	Joseph J. Bodek
Medium Duty truck	Brendon
Medium Duty truck	Wayne Hinchman
Medium Duty truck	Selvi
Medium Duty truck	Eric Hillman
Medium Duty truck	Traded in
Medium Duty truck	No driver at this time 03 01 11
Medium Duty truck	Brian Hoffman
Medium Duty truck	Allan Umana
Medium Duty truck	Rolando Medina
Medium Duty truck	Diego
Medium Duty truck	Shop/Victor
Medium Duty truck	Christian Hidalgo
Medium Duty truck	Wayne L. Lawson
Medium Duty truck	Peter V. McGlynn
Medium Duty truck	Juan Solis
Medium Duty truck	Bernie Trujillo
Medium Duty truck	Gary Cairoli
Medium Duty truck	Blaze
Medium Duty truck	Yo Dan (Baldwin)
Medium Duty truck	Brent Hamer
Medium Duty truck	Jeff Gazel

1980	8032496	Mon Trailer	TLU69F
1983	112HDB225ET100024	Gen 10H Trailer	
1994	112SD2478RL044066	Eager Beaver 35 Ton Low Boy	TEJ17U
2002	5DUUM10102J005261	Haulmaster Trakker Trailer	TTE14B
2003	42EDPKM2631000949	Econline 12 Ton Trailer	TLP17K
2004	4YNBN18294C023070	Anderson Equipment	
2004	HMDMA04096	HMD Trailer	TPD88N
2005	1S9E6222451489042	Tandem 6 Ton	TTE29A
2005	5JVBTO81451000869	CNT Trailer	TLN62J
2006	112SF24556L068516	Eager Beaver 35 Ton Low Boy	TSK41B
2011	2M9TPS2T7BH102385	Marathon Trailer	
2011	5JPBU362BP027670	Cam 20 Ton Tag Trailer	TJR97G
2014	55NBE1624E1001074	Integrity Trailer	TSK42B
2014	542BC142XF8010635	Bravo Trailer	TPE73S
2014	16VDX1423E5344046	Big Tex 14" Dump Utility Trailer	TPW92B
2015	16VFX1822F3087266	140A- 18" Flat Bed Trailer	TPW93B
2016	575PB1627GP314575	Haulmaster Trakker Trailer	TR254Z
2016	16VEX1824G2037617	Big Tex 18' Equipment Trailer	TPW10C
2017	16VEX2220H2075779	Big 2 Axle Trailer	TTW81J
2017	16VEX202XH2078854	Big 2 Axle Trailer	TTW99H
2018	55NBE1623J1004851	8 X 16 10K Enclosed Integrity Trail	TTR18H
2018	55NBE1629J1005714	8 X 16 10K Enclosed Integrity Trail	TUU47R
2019	564BE1620KR016868	Nexhaul Enclosed Trailer N716TA	TVC33X
2019	564BE162KKR016991	Nexhaul Enclosed Trailer N716TA	TVC32X
2015	Financed Trailers		
2017	40FSK5161F1034621	Talbert Model 55SA Lowboy Trail	XEGA15
	5JPBU3536HP047396	Cam 25 Ton Flatbed Trailer	TTE30A
2018	1RBH57302JAR26673	Rodgers 60-ton Lowboy	TVA60T

Sid - NOTE: 3 axle trailer.
 Separate registration &
 plate for 4th axle.
 VIN:
 1RBS04107JAR26674 -
 TVA90T

Blaze

Certificate Number
667264

Registration Date: 01/06/2019
Expiration Date: 01/05/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Matthew Esposito, Member

Esposito Construction LLC
2019

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.

Certification 51440

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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 2019 to 15 SEP 2022

ESPOSITO CONSTRUCTION, LLC
253 MAIN ST., STE 385
MATAWAN NJ 07947



Elizabeth Maher Nuvoio
ELIZABETH MAHER NUOIO
State Treasurer



Matthew Esposito, Owner/CEO
Esposito Construction LLC
253 Main St., Suite 385
Matawan, NJ 07747
Cell 732-213-1100
Office 732-721-4600

ME@ESPOCON.NET

"DEVELOPING THE FUTURE"

MISSION STATEMENT:

"Esposito Construction's mission is to responsibly develop land, while providing our customers with the highest quality of workmanship with integrity, pride, and commitment to excellence while completing projects on time and on budget".

Matthew Esposito, OWNER/CEO

COMPANY PROFILE:

- * Started in 2005 specializing in the construction and reconstruction of parking lots, public and private roads for municipalities, builders and general contractors. Over time, Esposito Construction has developed into a full service site contractor and land developer.
- * We specialize in taking sites from raw land, to a finished product. We provide the following in-house services: Earthwork, Utilities, Milling, Paving, Demolition, Crushing, Trucking, Concrete and complete job layout. We have the ability to take complete control of all exterior aspects of construction and ensure the most competitive price to our customers and streamline production.
- * We are a mid-sized company with 140 employees. Our company has the resources and heavy equipment to take on the largest jobs; however, we still have the ability to mobilize for emergency work and/or smaller customers who need work completed quickly.
- * We work with developers, owners, and general contractors to value engineer projects with our in-house engineering staff. We work with customers to anticipate problems prior to job start to keep costs down and change orders to a minimum.
- * Since our inception in 2005, Esposito Construction has worked to cultivate many strong relationships within the construction industry.
- * We are based in Middlesex County, New Jersey and service clients located throughout New Jersey.
- * At Esposito Construction, we pride ourselves on assisting clients and expanding their operations as we develop our own.

SAFETY PROFILE:

Safety is part of the company culture at Esposito Construction. We employ a full time safety coordinator, to conduct site visits and monthly safety training. All Esposito Construction employees have OSHA 10-Hour Construction Safety Training Seminar certification. Approximately 95% of those employees go on to receive their 40-Hour HAZWOPER certification, which allows them to work on environmentally impacted sites. Employees who hold an OSHA 10 Certification are given a 4 HOUR refresher course once a year. Our employees are also provided with a Driver Safety / Equipment Training Course annually.

Esposito Construction is a Drug Free Workplace. All CDL drivers are drug tested once hired and given random tests throughout the year. Each of our employees are randomly drug tested throughout the year as well.

Weekly on-the-job Toolbox Talks are part of the company's ongoing safety initiative. All employees are provided safety gear including earplugs, hard hats, reflective vests, and safety glasses. Copies of certification letters for both OSHA and Driver & Equipment Training Courses (with employee's names), can be provided upon request.

ENVIRONMENTAL SUSTAINABILITY

At Esposito Construction, we believe in doing our part for the environment. Our company is committed to conserving natural resources through environmentally responsible management strategies. We ensure that all equipment and vehicles purchased use fuel more cleanly and at the most efficient rate possible. While we know that efficient equipment is important, effectively completing jobs leads to less run-time on equipment, which decreases our carbon footprint exponentially.

Esposito Construction focuses on key areas that are integral to our long-term business success to promote environmental responsibility: energy/ water use, reducing waste generation, contaminated soil remediation, metal recycling and asphalt/concrete recycling.

We strive for an injury-free workplace through a strong safety program supported by all employees. We encourage our employees to conduct their activities in a safe & eco-friendly manner



ESPOSITO CONSTRUCTION LLC.
MATTHEW ESPOSITO
253 MAIN ST. SUITE 385
MATAWAN, NJ 07747
ME@ESPOCON.NET

"DEVELOPING THE FUTURE"

CURRENT PROJECTS- 2019

Developer/ General Contractor -All References Email/ Phone Number Available Developer Request

* IRON STATE DEVELOPERS References David Barry- CEO Iron State/ Urby Richard Miller- CEO Pegasus Group Anthony Diaco- CEO AID Con.	235 Grand Street, Jersey City NJ. Harrison Station #5, Harrison NJ. Harrison Station #6, Harrison NJ.	52 Story High Rise 410 Unit Apartment Complex 270 Unit Apartment Complex	\$2,400,000.00 \$975,000.00 \$875,000.00	75% Complete 80% Complete 90% Complete
* AID CONSTRUCTION References Anthony Diaco- CEO AID Con. Kiva Barick- Kunshner Joe Alpert-Alpert Development Grp.	235 Grand Street, Jersey City NJ. Seion Hotel, Long Branch NJ. 33 Park, Jersey City NJ. Cindy Lane Apartments, Ocean NJ. Boston Way Redevelopment , Abury Park NJ. Cedar Meadows, Wood Bridge NJ. Botofa Apartments, Bogota NJ.	52 Story High Rise Peir Village Ocean Ave. Hotel 40 Floor High Rise-Deep Sewer Repair/Pave 2 Buildings 110 Unit Apartment Complex 11 Buildings 104 Unit Apartment Complex 1 Buildings 101 Unit Supportive Housing 5 Buildings 200 Unit Apartment Complex	\$2,400,000.00 \$590,000.00 \$450,000.00 \$875,000.00 \$1,500,000.00 \$1,900,000.00 \$4,500,000.00	75% Complete 80% Complete 100% Complete 70% Complete 30% Complete Starting June 1 May 1 Start
* DIVERSIFIED REALTY References Jon Stein Developer Tony Ciallella Director of Construction				
* IMC CONSTRUCTION References Roy Rafter- Jefferson Development Grp. Robert Devonshire-IMC Senior PM	Signature Place - Mount Laurel, NJ	22 Buildings, 640 Units Apartment Complex	\$9,800,000.00	35% Complete
* FIELDS CONSTRUCTION/ KETERRA References Jim Caufield Fields Partner Rob Caufield Fields Partner Pat Kretz- Fields Development Kyle Masters-Fields Development	100 Monitor Street, Jersey City NJ. HC6 Apartments, Harrison, NJ 74 Maple, Jersey City, NJ. 197 VanVorst, Jersey City NJ 16 Bennette, Jersey City NJ 121 Garibrant, Jersey City NJ The Mews @ Mount Olive, NJ	290 Unit Apartment Complex 270 Unit Apartment Complex 110 Unit Apartment Complex 300 Unit Mid Rise Complex 110 Unit Apartment Complex 100 Unit Apartment Complex 350 Single Family Town Homes	\$1,900,000.00 \$875,000.00 \$249,000.00 \$184,000.00 \$248,000.00 \$290,000.00 \$5,500,000.00	25% Complete 90% Complete 70% Complete Starting June 100% Complete 50% Complete 60% Complete
* MFC CONSTRUCTION References Matt Clementi-Developer MFC				
* RPM DEVELOPMENT GROUP References Edward Martoglio President/ Developer John Baily Senior Project Manager	Aberdeen Family/Senior Housing- Aberdeen, NJ Fort Monmouth Sewer Main - Oceanport, NJ New Visions, Brick NJ	2 Building 125 Unit Senior/ Apartment Housing Infrastructure Improvement for Future Development 156 Unit Town House Development	\$3,500,000.00 \$1,300,000.00 \$1,800,000.00	95% Complete 75% Complete 80% Complete
* AMBOY BANK References Stan Koreva- Bank President				
* HELLER INDUSTRIAL PARKS, INC. References Steven Adomowitz Senior PM	The Hub - Harrison, NJ Kearny Point - Kearny NJ 2 Turner, Piscataway, NJ.	2 Building 275 Unit Apartment Building 1,000,000 SF Warehouse	\$3,400,000.00 \$2,100,000.00	75% Complete 75% Complete
* F GREEK DEVELOPERS References Brad Vandervilet Senior PM				
* PRC GROUP References Anthony Alfonso Director of Construction	55 West Front - Red Bank, NJ The Park Apartments - Roselle, NJ	75 Unit Apartment Building 6 Building 280 Unit Apartment Building Phase 2	\$650,000.00 \$2,400,000.00	70% Complete 20% Complete
* ALLIED/CARTAS References Nate Tayoun GC Owner				
* WOODMONT HOMES References Eric Woodmont President /Developer	Pearl Street Piazza- Metuchen, NJ Woodmont Cove - South Amboy, NJ Raijipo Residential - Robbinsville, NJ	2 Building 250 Unit Apartment Complex 6 Building 80 Unit Townhouse Development 156 Unit Senior Housing Development	\$1,475,000.00 \$591,000.00 \$4,900,000.00	95% Complete 95% Complete 80% Complete
* HEXA BUILDERS References Dipal Patel President/ Developer				
* HOTELS UNLIMITED References Duran Tajfel President/Developer	Lakewood Family Apartments-Lakewood NJ Kiddle Academy- Monroe NJ. Guardian Drug - South Brunswick, NJ	2 Building 200 Unit Apartment Buildings Commercial Day Care 400,000 SF Warehouse Expansion	\$1,400,000.00 \$350,000.00 \$2,500,000.00	75% Complete 20% Complete 95% Complete
* BANCROFT CONSTRUCTION References Dough Shaw Senior PM				



PROJECTS COMPLETED IN THE PAST THREE YEARS

	Project 1	Project 2	Project 3
Project Name	Terminal Ave	Sportika	Hankins Center
Location	Clark, NJ	Manalapan, NJ	East Windsor, NJ
Owner	Denholtz Associates	Sportika Sports	Hotels Unlimited
Architect/Engineer	Menlo Engineering	Concept Engineering	Maser Engineering
General Contractor	Fields Construction	G William Group	Owner direct
Contract Amount	\$1.2 Million	\$1.9 Million	\$3.5 Million
Completion Date	9/18	4/17	3/17
Contact Name	Slava Grigorian	Eric Gatti	Doran Tajfel
Contact Phone Number	732-930-3042	(732) 494-8370	732-995-8802
Contact Email	sgrigorian@denholtznj.com	egatti@gwgllc.com	dt@tfeproperties.com



Esposito Construction L.L.C. – 253 Main Street, Suite 385, Matawan, NJ 07747

PUBLIC PROJECT LIST 2019- 2020

Projects Completed in the Past Year

- 2019 Road Improvement Program, Aberdeen, NJ
 - Contract Value: \$835,180.00
 - Point of Contact:
 - Sandra Caceres, PE, CPWM, CME
 - Director of Public Works
 - Phone: 732-583-4200 Ext. 400
 - Email: Sandra.caceres@aberdeennj.org

Projects Currently Under Contract

- 2019 Municipal Road Program, Cranford, NJ
 - Contract Value: \$285,344
 - Engineer: Maser Consulting
- Nichol Avenue Roadway Improvements, New Brunswick, NJ
 - Contract Value: \$393,309
 - Engineer: City of New Brunswick



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

FORD M. SCUDDER
Acting State Treasurer

APPROVED

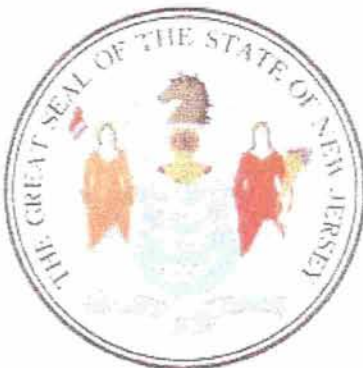
under the

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

This certificate acknowledges Dan Swayze & Son, Inc. as a Category 2 and 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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



Peter Lowicki
Deputy Director

Issued: 12/4/2015
Certification Number: A0037-45

Expiration: 12/4/2018

Certificate Number
16360

Registration Date: 04/21/2020
Expiration Date: 04/20/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Daniel Swayze, President

Responsible Representative(s):
Rose Marie Swayze, Secretary

Dan Swayze & Son, Inc.
2020

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

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

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DAN SWAYZE & SON, INC.

Trade Name:

Address: 2351 WALDHEIM AVE
SCOTCH PLAINS, NJ 07076-2151

Certificate Number: 0464310

Effective Date: December 09, 1981

Date of Issuance: March 21, 2017

For Office Use Only:

20170321150741953



DANSW-1

OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M. Adams & Associates, Inc. Commercial Insurance Brokers 224 Middle Road, Ste. #3 Hazlet, NJ 07730 Michael A. Pugaczewski	732-888-0838	CONTACT NAME: Carolyn G. Pugaczewski	PHONE (A/C, No, Ext): 732-888-0838	FAX (A/C, No): 732-888-0832
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Mercer Insurance Co. of NJ		43540
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	TR	INSR	WVD	(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	60458043	02/22/2018	02/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		60458043	02/22/2018	02/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		60458043	02/22/2018	02/22/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	60458043	02/22/2018	02/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ADVANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael A. Pugaczewski

SAMPLE

Certificate Number:
673216

Registration Date: 07/12/2019
Expiration Date: 07/11/2020



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
John Palva, President

Alpha Contracting Co., Inc.
2019

Robert Asaro-Angelo

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

NON TRANSFERABLE

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

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: ALPHA CONTRACTING COMPANY INC.

Trade Name:

Address: PO BOX 656
SOUTH RIVER, NJ 08882

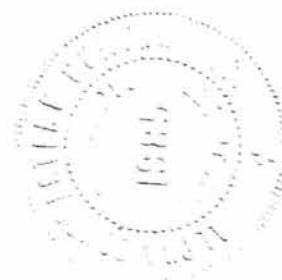
Certificate Number: 0492518

Effective Date: February 18, 1985

Date of Issuance: September 04, 2009

For Office Use Only:

20090904102701322





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashley Glogowski
Liberty Insurance Associates, Inc.	PHONE (A/C, No, Ext): (732) 792-7000 x.222
525 State Route 33	FAX (A/C, No): 732-446-5300
Millstone Twp. NJ 08535	E-MAIL ADDRESS: aglogowski@lianet.com
INSURED	INSURER(S) AFFORDING COVERAGE
Alpha Contracting Company Inc	INSURER A: Selective Insurance America
PO Box 656	INSURER B:
South River NJ 08882	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20/21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Crime <input checked="" type="checkbox"/> Commercial Property GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	S1453934	2/10/2020	2/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S1453934	2/10/2020	2/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC7926047	2/10/2020	2/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine			S1453934	2/10/2020	2/10/2021	Limit As Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Glogowski/GLOGO

Ashley Glogowski

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Certificate Number
653443

Registration Date: 09/28/2020
Expiration Date: 09/27/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Andrew Altobelli, President



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

Straight Edge Striping
2020

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:	STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY
Trade Name:	
Address:	201 WILTON AVE MIDDLESEX, NJ 08846
Certificate Number:	1241139
Effective Date:	June 05, 2006
Date of Issuance:	May 13, 2019

For Office Use Only:
20190513095529551