

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 4, 2023

NUMBER 168-2023

TITLE:

A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE METCALF PARK IMPROVEMENTS PHASE I TO SHORE TOP CONSTRUCTION CORP., 23 YELLOWBROOK ROAD, FREEHOLD, NEW JERSEY 07728 IN THE AMOUNT NOT TO EXCEED \$131,735.00.

WHEREAS, the City of Orange Township did duly advertise on March 10, 2022 for public bids for the Metcalf Park Improvements Phase I; and

WHEREAS, on March 21, 2023 the City of Orange Township received two (2) public bids pursuant to the plans and specifications furnished prospective bidders, from the following:

Bidder's Name	Total Base Bid Amount
Shore Top Construction, Corp. Freehold, New Jersey	\$131,735.00
Picerno Giordano Construction, LLC Kenilworth, New Jersey	\$167,944.00

WHEREAS, it is the recommendation of the Consulting Engineer that the contracted be awarded; and

WHEREAS, the Director of Public Works & Engineering did duly examine and study each and every bid submitted and recommends that a contract be awarded to the lowest responsible bidder, pursuant to said specifications and said limits, by the following company:

COMPANY:

BASE BID:

Shore Top Construction, Corp.
23 Yellowbrook Road
Freehold, New Jersey 07728

\$131,735.00

WHEREAS, the aforementioned Shore Top Construction, Corp. has furnished the City of Orange Township, with a Ten Percent (10%) Stockholder Affidavit in accordance with Assembly Bill OCR-A-22; and,

WHEREAS, Shore Top Construction, Corp. has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the Law, as that term is defined below, and that the contract will prohibit Shore Top Construction, Corp. from making any reportable contributions throughout the term of the contract; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a part hereof as it set forth in length herein, certifying that monies are available in Account No.G-02-41-684-000-002 (\$75,000.00) and Account No. T-11-00-000-000-000 (\$56,735.00)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the Metcalf Park Improvements Phase I to

Shore Top Construction Corp., the aforesaid lowest responsive bidder, in the amount not to exceed \$131,735.

BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township, be and they are hereby authorized to return to the unsuccessful bidders, the certified checks, cashier's checks or bid bonds, evidencing their guarantee in accordance with the provisions of N.J.S.A. 40A:11-24.

Adopted: **April 4, 2023**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
GRANT FUND/OPEN SPACE TRUST FUND

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the Grant fund & Municipal Open Space Trust Fund to Contract with:

Vendor Name: Shore Top Construction Corp.
Address#1: 23 Yellowbrook Rd.

City: Freehold
State: NJ
Zip Code: 07728

Purpose: Metclaf Park Improvements (Basketball Court)

Fund: Grant
Account Name : Urban Parks Grant - Metcalf Park
Account Numbers(s): G-02-41-684-000-002
balance before 75,000.00
requested 75,000.00
balance after 0.00

Fund: Municipal Open Space Trust
Account Name : Municipal Open Space Trust Reserves
Account Numbers: T-11-00-000-000-000
Amount requested: 56,735.00

Vendor ID: SHORE005

Purchase Order #: 23-00912

Total Amount not to exceed: \$131,735.00

Division Head

Date

Nile Clements

3/29/2023

Chief Financial Officer

Date

The Star-Ledger, Newark
The Star-Ledger

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Notice Publish Date:
Friday, March 10, 2023

Notice Content

NOTICE TO BIDDERS PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Orange for the Metcalf Park Improvements (Phase I) in the City of Orange, Essex County, New Jersey. Bid forms, contracts and specifications are available by contacting Remington & Vernick Engineers. Contact shall be made by phone or by email to make bid purchase arrangements. At 856 795 9595 or by submitting RVEbidInterest@rve.com. Said Bids will be received, opened and read aloud in public at the Municipal Building, City of Orange, 29 North Day Street, 4th Floor Council Chambers, Orange, Essex County, New Jersey on March 21 at 10:00am, prevailing time. Electronic download link for copies of the bid forms, contracts and specifications may be obtained from said Remington and Vernick Engineers, by prospective bidders upon request, upon payment of the sum of \$50.00 for each set. Should interested bidders not have the ability to handle electronic download sets, a set may be arranged to be sent overnight by calling 856 795 9595. NO BIDS ARE TO BE PICKED UP AT THE ENGINEER'S OFFICE OR AT THE MUNICIPALITY OFFICES. PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS. NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE. The City of Orange reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the City of Orange, in accordance with applicable law. Bids must be on the bid form prepared by Remington and Vernick Engineers, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to the City of Orange Township, Department of Public Works, City of Orange, 29 North Day Street, Orange, New Jersey 07050. Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Orange in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond. The award of the contract shall be made subject to the necessary moneys to do the work being provided by the City of Orange in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the City of Orange in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et seq.). The contractor is further notified that he must comply with N.J.S.A. 52:25-24.2, and submit a Disclosure Statement listing stockholders with his bid. The contractor is further notified that he must comply with N.J.S.A. 34:11-56.48 et seq. Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act. The contractor is also further notified that he must comply with N.J.S.A. 52:32-44 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act. Dwayne D. Warren, Esq. Mayor Marty Mayes Director of Public Works and Engineering (973) 952-6078 Dated: March 10, 2023 3/10/23 \$182.45

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BID FORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary incidental to the IMPROVEMENTS TO METCALF PARK (PHASE I), as required by, and in strict accordance with the provisions of plans and specifications and all addenda issued by the CITY OF ORANGE TOWNSHIP or its Engineer, the date of opening the bids, whether received by the undersigned or not, for the amount bid based on the following sum prices:

NOTE: Extension of Unit Prices must be exact.

Contract Time:

FORTY-FIVE (45)

Calendar Days

BASE BID

Item	Quantity	Units	Description	Unit Price	TOTAL
1	1	LS	CLEARING SITE	\$55,000	55,000.00
2	1315	SY	HMA MILLING, 3" OR LESS	\$6.00	7,890.00
3	750	LF	SEALING OF CRACKS IN HOT MIX ASPHALT, IF & WHERE DIRECTED	2.00	1,500.00
4	50	SY	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	\$2.00	100.00
5	210	GAL	TACK COAT	\$1.00	210.00
6	155	TON	HOT MIX ASPHALT 4.75 L 64 SURFACE COURSE, 1.5" THICK	\$120.00	18,600.00
7	1350	SY	ACRYLIC COURT RESURFACER (2 COATS), COLOR COATING (2 COATS) AND LINE STRIPING	\$16.00	21,600.00
8	2	UN	BASKETBALL COURT AMENITIES, COMPLETE & INSTALLED	\$13,000.00	26,000.00
9	175	CY	BORROW TOPSOIL	\$1.00	175.00
10	330	SY	TOPSOIL SPREADING, 5" THICK	\$1.00	330.00
11	330	SY	FERTILIZING & SEEDING, TYPE A-3	\$1.00	330.00

Item Quantity Units Description Unit Price

TOTAL CONSTRUCTION COST, BASE BID Items #1 - #11,
Inclusive

\$131,735.00

ONE hundred and thirty ONE thousand

SEVEN hundred and thirty FIVE dollars NOCENTS

TOTAL AMOUNT BASE BID WRITTEN OUT



SIGNATURE

Michael Smith, President

NAME & TITLE

3/21/23

BID DATE

Shoe Top Construction

COMPANY NAME

Corp.

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

City of Orange Township
(Name of Local Contracting Unit)

Metcalf Park Improvements (Phase I)
(Name of Project)

0717-T-034
(Project or Bid Number)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	MS
X A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Stockholders Statement)	MS
X A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Subcontractor's Declaration)	MS
X A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond, Certified Check or Cashier's Check)	MS
X A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	MS

B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Public Works Contractor Registration Form	MS
X New Jersey "Business Registration Certificate" Form	MS
X Background Questionnaire	MS
X Debarred List Affidavit	MS
X Submission of a Non-Collusion Affidavit (this form must be notarized)	MS
X Affirmative Action Requirements	MS
X Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u>	MS

X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	MS
X	Prohibited Russia-Belarus Activities pursuant to P.L. 2022, c. 3.	MS
X	Mandatory Equal Employment Opportunity Language, pursuant to N. J. S. A. 10:5-31 (P.L. 1975, C.127)	MS
X	First Source Employment	MS
X	Hold Harmless Agreement	MS
X	Business Entity Disclosure Certification, pursuant to N.J.S.A. 19:44A-20.8	MS
X	Certification on Non-Debarment for Federal Government Contracts Form, pursuant to N.J.S.A. 52:32-44.1	MS
X	Lowest Bidder Prevailing Wage Certification pursuant to N.J.S.A. 34:11-56.25, et seq., N.J.A.C. 12.60-9.1	MS
X	Bid Form	MS

C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Shore Top Construction Corp.

By Authorized Representative:

Signature: 

Print Name and Title: Michael Smith, President

Date: 3/21/23

Company Name: Shore Top Construction Corp

Mailing Address: 23 Yellowbrook Rd. Freehold NJ 07728

Physical Address: 23 Yellowbrook Rd. Freehold NJ 07728

Phone Number : 732.835.2600

Fax Number: 732.377.7774

E-Mail: mike@shoretopc.com

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

City of Orange Township
(Name of Local Contracting Unit)

Metcalf Park Improvements (Phase I)
(Name of Project)

0717-T-034
(Project or Bid Number)

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.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
	NONE			

Acknowledged by bidder:

Name of Bidder: Shore Top Construction Corp

By Authorized Representative:

Signature: 

Printed Name and Title: Michael Smit, President

Date: 3/21/23

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: Shore Top Construction Corp

Organization Address: 23 Yellowbrook Rd. Freehold NJ 07728

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 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 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 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 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
Michael Smif - 100%	23 Yellowbrook Rd. Freehold NJ 07728

Part III DISCLOSURE OF 10% 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 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 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

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

Please list the names and addresses of each stockholder, partner or member owning a 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 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

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

Full Name (Print):	Michael Gmit	Title:	President
Signature:	<i>[Signature]</i>	Date:	3/21/23

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends 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

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

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. 13:32-1.3. 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 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. 13:32-1.3 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. 13:32-1.3 in the subcontractor.

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.

A 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 word "IN-HOUSE" next to each applicable category and then insert the name, and 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 the any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

Plumbing Work: NONE

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work: NONE

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work: NONE

Name _____ Phone # _____
Address _____
License Number: _____

Electrical Work, including any Electrical Power Plants NONE

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems: NONE

Name _____ Phone # _____
Address _____
License Number: _____
Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems: NONE

Name _____ Phone # _____
Address _____
License Number: _____
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems: NONE

Name _____ Phone # _____
Address _____
License Number: _____

Structural Steel and Ornamental Iron Work: NONE

Name _____ Phone # _____
Address _____
License Number: Not Applicable

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

See Attached

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Shore Top Construction Corp.
of 23 Yellowbrook Road, Freehold, NJ 07728
as Principal, and Selective Insurance Company of America, 40 Wantage Avenue, Branchville, NJ 07890
as Surety, is hereby held and firmly bound unto City of Orange
of 29 North Day Street, Orange, NJ 07050
as Owner, in the penal sum of

Ten Percent (10%) of amount bid not to exceed \$20,000.00 for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

Signed and sealed this March 21, 2023

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

Metcalf Park Improvements (Phase I)

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: Brittany Polie
Witness

By: Gemma Doster
Gemma Doster, Witness

Shore Top Construction Corp.
Principal
By: Ali

Selective Insurance Company of America
Surety
By: Dawn M. Jones, Attorney-in-Fact

CONSENT OF SURETY

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

Selective Insurance Company of America

Organized and existing 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 contract for

Metcalf Park Improvements (Phase I)


for City of Orange

is awarded to Shore Top Construction Corp.

the undersigned Corporation 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 Contractor.

Signed and Sealed this March 21, 2023

Selective Insurance Company of America



Dawn M. Jones, Attorney-in-Fact

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

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$838,299,467	KPMG LLP 345 Park Avenue New York, NY 10154

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

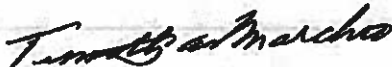
<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$83,830,000	July 1, 2022

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

CERTIFICATE

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

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



(Signature of certifying agent/officer)

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

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

Dated: March 21, 2023
(month, day, year)

SELECTIVE INSURANCE®

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

STATEMENT OF FINANCIAL CONDITION

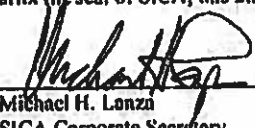
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2022:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,141,305	Reserve for losses and loss expenses	\$1,395,501
Preferred stocks at convention value	7,862	Reserve for unearned premiums	582,531
Common stocks at convention values	60,767	Provision for unauthorized reinsurance	818
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	43,037
Short-term investments	123,365	Other accrued expenses	30,780
Mortgage loans on real estate (including collateral loans)	101,914	Other liabilities	<u>451,942</u>
Other invested assets	210,529	Total liabilities	2,504,609
Interest and dividends due or accrued	19,769		
Premiums receivable	514,883	Surplus as regards policyholders	<u>851,829</u>
Other admitted assets	176,044		
Total admitted assets	<u>3,356,438</u>	Total liabilities and surplus as regards policyholders	<u>3,356,438</u>

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

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

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 2nd day of March, 2023.


Michael H. Lanza
SICA Corporate Secretary




STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 2nd day of March 2023, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Christine Marie Lawson
Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 06/06/25

SELECTIVE INSURANCE®

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

POWER OF ATTORNEY

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

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

does hereby appoint **JEANNE PRIMAVERA, DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO**

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

Signed this 10 day of JUNE, 2022,

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Contract Sales



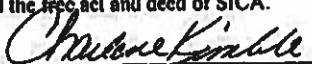
STATE OF NEW JERSEY :

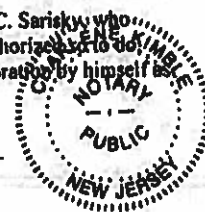
:ss. Branchville

COUNTY OF SUSSEX

On this 10 day of JUNE, 2022, before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

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


Notary Public



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

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

CERTIFICATION

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

Signed this 21st day of March, 2023.


Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY



PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

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

MARLENE CARIDE
Commissioner

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

CERTIFICATE OF COMPLIANCE

December 31, 2021

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

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

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

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

LOSS or damage to property by epidemic;

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

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

ENGINE breakdown;

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

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

ECONOMIC Security; and

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

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;
5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as Fidelity and Surety;
6. As reported in its sworn Annual Statement as at December 31, 2020 the Company had a Common Capital Stock of \$4,400,000; a Gross Paid In and Contributed Surplus of \$160,813,867; an Unassigned Funds (Surplus) of \$574,191,789 or a total Surplus as Regards Policyholders of \$739,405,656.

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

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


Commissioner of Banking and Insurance

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and includes any subcontractor or lower tier subcontractor of a contractor as defined herein."

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

<u>Name</u>	<u>Registration</u>	
	<u>Not Registered</u>	<u>Number</u>
Bidder <u>Shore Top Construction Corp.</u>	—	<u>674086</u>
(Subcontractor) _____	—	_____
(Subcontractor) _____	—	_____
(Subcontractor) _____	—	_____
(Subcontractor) _____	—	_____

Subscribed and sworn before me this 21 day of March 2023.

Brittany Rade

Notary Public of _____

My Commission Expires _____, 20____.
(Seal)

Michael Smith

Signature
Michael Smith, President
Name and Title
(Type or Print)

BRITTANY RADOVANOVIC
Commission # 60127625
Notary Public, State of New Jersey
My Commission Expires
05/15/2025

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

- (1) the value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or
- (2) when the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44.

The contractor shall provide the contracting agency with the business registration certificate of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

	Name	Registration	
		Not Registered	Number
Bidder	<u>Shore Top construction corp.</u>	—	<u>1415826</u>
(Subcontractor)	_____	—	_____
(Subcontractor)	_____	—	_____
(Subcontractor)	_____	—	_____
(Subcontractor)	_____	—	_____

Subscribed and sworn before me this 21 day of March 2023
Brittany Rado

Notary Public of _____

My Commission Expires _____, 20____

(Seal)

BRITTANY RADOVANOVIC
 Commission # 80127626
 Notary Public, State of New Jersey
 My Commission Expires
 06/15/2025

Michael Smith
 Signature
Michael Smith, President
 Name and Title
 (Type or Print)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company June 2008

Name and address of officers: see below

President Michael Smit - 23 Yellowbrook Rd. Freehold NJ 07728

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 13 YR

2. How many years experience in this type of construction work has your organization had? 30+ 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>See Attached</u>	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See Attached</u>	_____
B.	_____	_____
C.	_____	_____

Background Questionnaire
Page 2

	<u>Name and Address</u>	<u>Telephone No.</u>
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, state the name of individual, position and the name of the other organization

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)?
If so, where and why? DIA

6. Give list of uncompleted contracts at present held by you:

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

Background Questionnaire

Page 3

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

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on. 5 million

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

See Attached

DEBARRED LIST AFFIDAVIT

STATE OF New Jersey

COUNTY OF Monmouth

ss:

I, Michael Smit of the City/Town/Township/Borough, etc. Freehold in the County of Monmouth and the State of New Jersey full age, being duly sworn according to law on my oath depose and say that:

I am President Corp. an officer of the firm of Shore Top Construction the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not debarred at the federal level from contracting with a federal government agency as indicated in N.J.S.A. 52:32-44.1 or included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the City of Orange

(name of the contracting agency)
as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid be debarred at the federal level from contracting with a federal government agency or appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined according to applicable law and regulation.

Shore Top Construction Corp
13 Yellowbrook Rd. Freehold NJ 07728
732.835.2600 732.377.7774
(Insert Name, Telephone No., Fax No. and Address of Contractor)

[Signature]
(Insert Name and Title of Affiant)
Michael Smit, President

Subscribed and sworn before me this 21 day of March 2013
Brittany Radic
Notary Public of _____

My Commission Expires 20
(Seal) **BRITTANY RADOVANOVIC**
Commission # 60127825
Notary Public, State of New Jersey
My Commission Expires 05/15/2025

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey

COUNTY OF Monmouth

ss:

I, Michael Smit of the (City, Town, Township, Borough, etc.)

of Frenchtown in the County of Monmouth and the

State of New Jersey, of full age, being duly sworn

according to law on my oath depose and say that:

I am President of the firm of Shore Top Construction Corp.

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Orange (name of contracting agency) 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

Shore Top Construction Corp. (name of bidder)

Shore Top Construction Corp.
23 Yellowbrook Rd. Frenchtown NJ 07724
732.835.2600 732.377.7774

(Insert Name, Telephone No., Fax No. and Address of Contractor)

Michael Smit
(Insert Name and Title of Affiant) President

Subscribed and sworn before me this 21 day of March 2023.

Brittany Radovic

Notary Public of _____

My Commission Expires _____, 20____ (Seal)

BRITTANY RADOVANOVIC
Commission # 50127625
Notary Public, State of New Jersey
My Commission Expires
05/15/2025

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

"Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Shore Top Construction Corp.
25 Yellowbrook Rd. Freehold NJ 07728
732.835.2600 732.371.7774

(Insert Name, Telephone No., Fax No. and Address of Contractor)

Mike Michael Smith, President
(Insert Name and Title of Affiant)

Subscribed and sworn
before me this 21 day
of March 2023

Brittany Rade

Notary Public of _____

My Commission Expires _____, 20____.
(Seal)

BRITTANY RADOVANOVIC
Commission # 80127625
Notary Public, State of New Jersey
My Commission Expires
05/15/2025



**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C.127 (N.J.A.C. 17-27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17-27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);

OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;

OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;

OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C. 17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975.C.127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No X

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes X No _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975,C.127 and agrees to furnish the required documentation pursuant to the law.

Company: Shore Top Construction
Corp.

Signature: [Signature]

Title: President

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF New Jersey

COUNTY OF Monmouth

ss:

I, Michael Smit of the (City, Town, Township, Borough, etc.)

of Freehold in the County of Monmouth and the

State of New Jersey of full age, being duly sworn

according to law on my oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

Shore Top Construction Corp.
23 Yellowbrook Rd Freehold NJ 07728
732.835.2600 732.377.7774

(Insert Name, Telephone No., Fax No. and Address of Contractor)

Michael Smit, President
(Insert Name and Title of Affiant)

Subscribed and sworn before me this 21 day of March 2025

Brittany Radovic

Notary Public of _____

My Commission Expires _____, 20____ (Seal)

BRITTANY RADOVANOVIC
Commission # 50127625
Notary Public, State of New Jersey
My Commission Expires
05/15/2025

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

In accordance with 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award. If the Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK EITHER BOX:



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

OR



I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 a detailed, 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: NIA Relationship to Bidder/Vendor: NIA

Description of Activities: NIA

Duration of Engagement: NIA Anticipated Cessation Date NIA

Bidder/Vendor: NIA

Contact Name: NIA Contact Phone Number: NIA

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 below-referenced person or entity. I acknowledge that the City of Orange (CONTRACTING AGENCY) 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 contracts with the City of Orange (CONTRACTING AGENCY) to notify the City of Orange (CONTRACTING AGENCY) 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 agreements(s) with the City of Orange (CONTRACTING AGENCY) and that the City of Orange (CONTRACTING AGENCY) at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael Smit Signature: [Signature]

Title: President Date: 3/21/23

Bidder/Vendor: Shore Top Construction Corp

PROHIBITED RUSSIA-BELARUS ACTIVITIES

Person or Entity: Shore Top Construction Corp

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. The list is found on Treasury's website at the following web address:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

As applicable to the type of contract, the above-referenced list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

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

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS.

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

DIA

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name : Michael Smit
(Print)

Title: President

Signature : [Signature]

Date: 3/21/23

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
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, up-grading, 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 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 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 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 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;

(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 non-discrimination 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 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.

(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 Division, 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 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 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Vendor Name: Shore Top Construction Corp Date: 3/24/23

First Source Employment

Contractors agrees to employ, and shall require in each of its contracts with contractors that they and their subcontractors must employ, residents of the City in the construction of the Project, and in the operation and maintenance of the Project following Completion of Construction for so long as this Construction Agreement remains in effect with respect to the Project. Thirty (30%) percent of the aggregate billable construction laborer, administrative and clerical hours associated with the Project shall be provided by City residents or by employees of Minority Business Enterprises and Women's Business Enterprises, consistent with market wages. The City shall designate a City official to oversee and monitor the Contractor's compliance with these First Source Employment requirements and affirmative action requirements, at no cost to the Contractor. Contractor will engage in and cooperate with efforts to recruit City residents for all employment opportunities in connection with the Project, including participation in City job fairs and utilization of a central employment registry, if the City maintains such a registry. Contractor agrees to meet periodically with the City's designee at the designee's request, to discuss the status of the Contractor's employment efforts and compliance with the requirements of this Section 11.2. All contracts entered into by the Contractor for the construction of the Project shall contain appropriate language to effectuate this provision, and the Contractor covenants to enforce its contracts with its contractors and subcontractors, if such parties are not in compliance with the requirements of this Section 11.2.

HOLD HARMLESS AGREEMENT

Between The City of Orange Township
29 North Day Street
Orange, New Jersey 07050

And

Shore Top Construction Corp.
(Contractor)

23 Yellowbark Rd. Freehold NJ 07938
Address (not a post office box)

732.835.2600 732.371.7714
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this 21 day of March 2023

Subscribed and sworn to

Before me this 21 day of March 2023

Brittany Radko

Signature of Notary

My Commission expires

BRITTANY RADOVANOVIC Commission # 60127625 Notary Public, State of New Jersey My Commission Expires 05/15/2025 20

Shore Top Construction Corp
Name of Bidder

Ala President
Authorized signature and title

Michael Smith President
Print - Authorized signature and title

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Shore Top construction corp. (Contractor)
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the CITY OF ORANGE TOWNSHIP as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Clifford R. Ross	
Kerry J. Coley	
Tency A. Eason	
Jamie Summers-Johnson	
Quantavia L. Hilbert	
Weidon M. Montague, III	
Adrienne Wooten	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Michael Smit - 100%	26 Yellowbank Rd Freehold NJ 07728

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Shore Top construction corp

Signed: Michael Smit Title: President

Print Name: Michael Smit Date: 3/21/23

Subscribed and sworn before me the 21 day of March, 2023 (Affiant)
Michael Smit, President
(Print name & title of affiant) (Corporate Seal)

My Commission expires:
Brittany Radovic

BRITTANY RADOVANOVIC
Commission # 60127625
Notary Public, State of New Jersey
My Commission Expires
05/15/2025

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be 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 Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, 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, as 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 Owner grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the Owner 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 Owner 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 proceedings is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

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

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


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

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	Shore Top Construction Corp.
Address of Individual or Organization	23 Yellowbrook Rd. Freehold NJ 07728
DUNS Code (if applicable)	
CAGE Code (if applicable)	964B5
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization	
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that 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 date of contract award by <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 <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.	
Full Name (Print):	Michael Smit
Signature:	
Title:	President
Date:	3/21/23

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

Section A (Check the Box that applies)

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

Name of Individual or Organization	Michael Smit - 100%
Home Address (for Individual) or Business Address	23 Yellowbrook Rd. Freehold NJ 07724

OR

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

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

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

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	N/A
Home Address (for Individual) or Business Address	N/A

OR

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

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I**; if applicable, owns greater than 50 percent of a parent entity of Shore Top Construction Corp
(name of organization)

I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award *<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 *<type of contracting unit>*, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael Smit	Title:	President
Signature:	<i>Michael Smit</i>	Date:	3/21/23

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

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address
N/A	

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

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).			
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address		
Add additional Sheets if necessary			
OR			
X	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that 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 date of contract award by <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 <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Michael Smit	Title:	President
Signature:	Alex	Date:	3/21/23

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a contract for public work for a project described as:

) STATE OF NEW JERSEY
) DEPARTMENT OF LABOR AND
) WORKFORCE DEVELOPMENT
) DIVISION OF

[Enter project name]

) WAGE & HOUR COMPLIANCE
)
)
) Certification of Lowest Bidder

Michael Gmit, President of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named Shore Top Construction Corp., which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number 674086

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJLW) pursuant to the New Jersey Prevailing Wage Act (NJLW), N.J.S.A. 34:11-56.25 et seq., and corresponding NJLW rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: 3/21/23

Signature: [Signature] Michael Gmit

Title: President



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SHORE TOP CONSTRUCTION CORP

Trade Name:

Address: 23 YELLOWBROOK ROAD
FREEHOLD. NJ 07728-8429

Certificate Number: 1415826

Effective Date: February 03, 2012

Date of Issuance: November 12, 2020

For Office Use Only:

20201112113006939

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08648-0252

TAXPAYER NAME:
SHORE TOP CONSTRUCTION CORP

ADDRESS:
23 YELLOWBROOK ROAD
FREEHOLD NJ 07728-8429

EFFECTIVE DATE:
02/03/12

TRADE NAME:

SEQUENCE NUMBER:
1415826

ISSUANCE DATE:
07/29/21

James J. Pusina
Director
New Jersey Division of Revenue

FORM-BRC
REV 1/11

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

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SHORE TOP CONSTRUCTION CORP.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
23 YELLOWBROOK RD.

6 City, state, and ZIP code
FREEHOLD NJ 07728

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

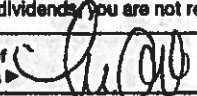
Social security number									
			-						
or									
Employer identification number									
2	6	-	2	7	3	0	4	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **3-27-13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Registration Date: 06/02/2021
Expiration Date: 06/01/2023

Certificate Number
674086



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:

Shore Top Construction Corp.
2021

Responsible Representative(s):
Michael Smit, President

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

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

NON TRANSFERABLE

CERTIFICATE of PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

Shore Top Construction Corp.

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

ABCNJ - ERISA TRUST PARTICIPATOR

Trade(s) covered by participation: **Construction Craft Labor/Operating Engineer (Heavy Equipment)**

NJ DOL Program # 2019-NJ-72802
Cert# 13902690
Issue Date 1.23.2023

ABC-NJ
REGISTERED
APPRENTICESHIP
ERISA MEMBER

Samantha DeAlmeida

SIGNED, Samantha DeAlmeida
ERISA Administrative Manager

EXPIRES 2.29.2024



STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08655

The person, partnership or corporation named below is hereby authorized to collect

NEW JERSEY SALES & USE TAX

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

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

**SHORE TOP CONSTRUCTION CORP
390 TOMS RIVER ROAD
JACKSON NJ 08527-3719**

Tax Registration No. XXX-XXX-409/800

Tax Effective Date 01-01-12

Document Locator No. I0000653469

Date Issued: 06-27-19



Acting Director, Division of Taxation

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

Certification 57866

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-AUG-2017** to **15-AUG-2024**



**SHORE TOP CONSTRUCTION CORP.
390 TOMS RIVER ROAD
JACKSON NJ 08527**

Elizabeth M. Muoio
ELIZABETH MAHER MUOIO
State Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2022

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
 Madison Risk Group LLC
 620 Freedom Business Ctr Dr.
 Suite 115
 King of Prussia PA 19406

INSURED
 Shore Top Construction Corporation
 23 Yellowbrook Road
 Freehold NJ 07728

CONTACT NAME: Sarah Garner
PHONE (A/C, No, Ext): (484) 665-1915
FAX (A/C, No): (484) 684-7005
E-MAIL ADDRESS: sgarner@mrg-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B: Evanston Insurance Company	36378
INSURER C: Travelers Property Casualty Company of America	25674
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INBD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual Liability Incl. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 317345 22	12/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			MWTB 317346 22	12/01/2022	05/01/2023	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKLV2EUL105359	12/01/2022	05/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
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	N/A	MWC 317344 22	12/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Contractors Equipment & Installation Floater			660-0W223830	12/01/2022	05/01/2023	Leased/Rented Equip. \$25,000 Installation Floater \$100,000	

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

Evidence of Insurance

CERTIFICATE HOLDER

Sample Certificate of Insurance

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



State of New Jersey
New Jersey Election Law Enforcement Commission

Governor Phil Murphy Lt. Governor Sherry Disser

Search

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Shore top pay.pdf

Confirmation number : 20223038222

Business Entity Name : Shore Top Construction Corp

Filing Year : 2022

The information was received on : 02/28/2023

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

Print this page for your records.

TOP

Pay-to-Play

PowerPoint Pres...

Legal References

For State Pay-to-Play
- Dept. of the Treasury

For County and Local Pay-to-Play
- Dept. of Community Affairs
- Secretary of State Office

Filing Deadlines

Form BE and Instructions

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Summary Vehicles

For: Shore Top Construction Corp
Sports & Tennis Construction LLC
23 Yellowbrook Rd.
Freehold, NJ 07728

By: Insurance Office of America
1451 Route 34, Suite 101
Farmingdale, NJ 07727

VEHICLES	Year	Make & Model	Body Type	VIN	Cost New
1	2016	Chevrolet Silverado	Pickup Truck	1GC1KUEG0GF208852	\$39,695
2	2017	Mack 700 GU700	Truck	1M2AX07C2HM035560	\$150,000
5	2014	Stephen Green Trailer	Trailer	1S9E52221E1489227	\$18,000
6	2016	Green Trailer	Trailer	1S9E10222G1489305	\$4,000
7	2009	Ford F550 Super Cab	Truck	1FDAF58R29EA21465	\$38,805
8	2016	CHEVROLET Silverado	Pickup Truck	1GC2KUEG5GGZ284974	\$38,090
9	1989	Talbert Trailer	Trailer	40FW05234K1008224	\$20,000
10	2012	Appalachian G4900	Trailer	541FS0228CM000478	\$5,000
11	2013	Haul Mark	Trailer	16HPB1624DP089874	\$5,000
12	2015	RAM 5500	Dump Truck	3C7VRNELL9FG530555	\$43,320
13	2011	Porsche Cayenne 3.6 Ltr	Sport Utility Vehicle	WP1AA2A20BLA01307	\$46,700
14	2019	Mack Granite	Truck	1M2GR4GC5KM005357	\$150,000
15	2019	Rogers Tag Along	Trailer	1RBT37300KAR26625	\$47,600
16	2018	RAM 5500	Dump Truck	3C7WRNELL7JG383158	\$62,000
17	2016	Land Rover Range Rover Sport	Sport Utility Vehicle	SALWS2VFXGA571540	\$44,000
18	2006	Mac Tandem Dump	Truck	1M2AG11C46M053974	\$45,000
19	2018	Mack Tandem Dump	Truck	1M2AG11CX6M050447	\$45,000
21	2016	Kenworth Tractor T880	Truck-Tractor	1XKZD40X9GJ119982	\$100,000
22	2010	International Dump	Truck	1HTMMAAL4AH253476	\$50,000
23	2018	BMW 550 XL	Crossover SUV	WBAGF7C53JG232249	\$100,000
24	2021	Dodge Ram	Pickup Truck	1C6SRFBT8MNN700681	\$51,200
25	2020	CAM P8C	Trailer	5JWCF1824LP504516	\$5,000
26	2012	Isuzu NPR	Pickup Truck	54DBAW1B5CS802404	\$28,250
27	2022	GMC Sierra	Pickup Truck	3GTP9EEL6NG187896	\$67,639

Summary of Equipment

For: Shore Top Construction Corp
Sports & Tennis Construction LLC
23 Yellowbrook Rd.
Freehold, NJ 07728

By: Insurance Office of America
1451 Route 34, Suite 101
Farmingdale, NJ 07727

SCHEDULED EQUIPMENT				Serial Number	Amount of Ins.
Item #	Owned	Year	Make/Model	Type/Description	
1	Yes	2001	DynaPac / CC142	Roller	\$8,000
3	Yes	2006	Bob Cat / 334	Excavator	\$18,000
4	Yes	2010	Bob Cat / T190	Compact Track Loader	\$15,000
5	Yes	2007	John Deere / 5444J	Front Loader	\$45,000
6	Yes	2000	John Deere / 650K	Bull Dozer	\$70,000
7	Yes	2000	John Deere / 550H	Bull Dozer	\$25,000
8	Yes	2010	Wirtgen / W200	Milling Machine	\$200,000
9	Yes	2018	Bob Cat / T770T4	Bobcat	\$30,000
10	Yes	2015	Vogele / 5100	Paver	\$275,000
11	Yes	2018	Bobcat / E50	Excavator	\$45,000
12	Yes	2017	/ HD141W	Ham Tandem Roller	\$45,000
13	Yes	2016	Komatsu / DC170LC	Excavator	\$80,000
14	Yes	2017	Vogele / 2000-3	Paver	\$365,000
15	Yes	2012	Lee Boy / L5000	Path Master	\$25,000
16	Yes	2013	Bomag / BW190	Roller	\$50,000
17	Yes	2008	/ B100	Buething	\$3,000
18	Yes	2022	Bobcat / A300	Skid Steer	\$15,000
19	Yes		John Deere / 324L	Loader	\$130,000



REFERENCES:

BRIELLE MAURO
PERSONAL BANKER
OCEANFIRST BANK
2443 ROUTE 34
MANASQUAN NJ 08736
732-240-4500 X5200
BMAURO@OCEANFIRST.COM

RICHARD HIGGINS
CPA, PRINCIPAL
MCCARTHY & COMPANY, PC
417 ATLANTIC CITY BLVD.
BEACHWOOD, NJ 08722
732-341-3893 x17
RICHARD.HIGGINS@MCC-CPAS.COM

MICHAEL ROSSEEL
PROJECT MANAGER
SITECO MATERIALS
122 HIGHWAY 34
HOWELL, NJ 07731
732-915-2121
MROSSEEL@SITECOMATERIALS.COM

JAMES KELLY
TERRITORY MANAGER
JESCO EQUIPMENT
1790 ROUTE 80
MOUNT HOLLY NJ 08048
609-267-2020 X1523
JAMES.KELLY@JESCO.US

STEVEN NICKOLAUS, OWNER
NICKOLAUS CONSTRUCTION COMPANY INC.
P.O. BOX 2322
VINCETOWN, NJ 08088
609-747-1247

THOMAS FISH
VICE PRESIDENT
IOA – CONSTRUCTION AND SURETY
1451 RT 34 SUITE 101
FARMINGDALE, NJ 07727
732-520-5302
TOM.FISH@IOAUSA.COM

FRANK LITTLE
PE, PP, CME
OWEN, LITTLE AND ASSOCIATES INC.
443 ATLANTIC CITY BLVD.
BEACHWOOD, NJ 08722
732-244-1090
FLITTLE@OWENLITTLE.COM

DREW PAVLICK
PE, PP, CME, CFM
CME ASSOCIATES
1460 RT 9 SOUTH
HOWELL NJ 07731
732-462-7400
DPAVLICK@CMEUSA1.COM

GINA GIACOMARRO
FINANCE SPECIALIST
KOMATSU AMERICAN CORP.
2820 HAMILTON BLVD
SOUTH PLAINFIELD NJ 07080
908-251-6260
GINA.GIACOMARRO@GLOBAL.KOMATSU

LAVERNE PADILLA
CREDIT CLERK
STAVOLA
175 DRIFT RD
TINTON FALLS, NJ 07724
732-542-2328 X210

SHORE TOP CONSTRUCTION CORP.



CURRENT JOB LIST

JOB NAME/LOCATION	DESCRIPTION	CONTACT NAME	CONTACT INFO	CONTRACT AMOUNT/YEAR COMPLETED
RIVERGATE PARK IMPROVEMENTS-WEST DEPFORD	RECONSTRUCTION OF ONE BASKETBALL COURT & TWO TENNIS COURTS. INSTALLATION OF VARIOUS SITE AMENITIES.	REMINGTON & VERNICK KATHLEEN NIEMANN	856-795-9595	\$817,708.50 75%
8TH & DELAWARE AVE. IMPROVEMENTS- BEACH HAVEN	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$277,754.02 50%
BROOKDALE COMMUNITY COLLEGE DRAINAGE IMPROVEMENTS	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	COLLIERS ENGINEERING WILLIAM WHITE	877-627-3772	\$187,914.00 25%
LITTLE EGG HARBOR COMMUNITY CENTER	IMPROVEMENTS TO COMMUNITY CENTER WHICH INCLUDE PARKING LOT EXPANSION, INSTALL TWO BASKETBALL COURTS & TWO PICKLEBALL COURTS. INSTALLATION OF VARIOUS SITE AMENITIES	T&M ASSOCIATES JASON WORTH	732-473-3400	\$399,242.80 25%
BEACHWOOD ROADS, SEAMAN AVE, SHIP AVE & NAUTILUS	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	\$519,915.00 10%
WHISPERING PINES PICKLEBALL COURTS	INSTALLATION OF THREE NEW PICKLEBALL COURTS. PAVE COURT SURFACE. INSTALLATION OF FENCE AROUND PERMITER OF COURTS. INSTALLATION OF PICKLEBALL EQUIPMENT.	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	\$300,425.00 10%
PARKING LOT RENOVATIONS AT MATAWAN-ABERDEEN BOARD OF EDUCATION	MILL & PAVE PARKING LOT AT MATAWAN-ABERDEEN BOARD OF EDUCATION. INSTALLATION OF CURBS	FRENCH & PARRELO ASSOCIATES BRIAN DECINA	732-312-9759	\$234,600.00 10%



COMPLETED JOB LIST

JOB NAME/LOCATION	DESCRIPTION	CONTACT NAME	CONTACT INFO	CONTRACT AMOUNT/YEAR COMPLETED
CHERRY HILL VARIOUS COURT IMPROVEMENTS CHERRY HILL NJ	RECONSTRUCTION AND PAVING OF SIX TENNIS COURTS AND TEN BASKETBALL COURT	STEVEN NICKOLAUS	609-747-1247	\$150,000.00
IMPROVEMENTS TO GREENLANE AND COMBERLAND PARK EVESHAM NJ	RECONSTRUCTION AND INSTALLATION OF NEW BASKETBALL TENNIS COURTS AND FENCE	NANCY JAMANOW	856-983-2914	\$224,000.00 2017
BRICK MERIDIAN BRICK TOWNSHIP NJ	DEMO, INSTALL STORM AND SEWERAGE DRAINS, MILLING AND PAVING	SCOTT HEYERS	732-892-4441	\$459,000.00 2016
PEDDIE SCHOOL HIGHTSTOWN NJ	DEMO AND INSTALL EIGHT NEW TENNIS COURTS:INSTALL FENCE	LENNY MCGARVE	410-477-4400	\$385,000.00 2016
FREEHOLD MERIDIAN FREEHOLD NJ	RECHARGE SYSTEM RCP AND ABS PIPE AND BASINS, SITE GRADING, PAVING AND CURBS	SCOTT HEYERS	732-892-4441	\$380,000.00
LAKE RIVIERA PARK BRICK NJ	GRADING PAVING COLOR COATING ROADWAY AND PARK. INSTALLATION OF BASKETBALL EQUIPMENT	DOUG ROHMEYER	732-462-7400	\$174,000.00
JOINT-BASE-MCGUIRE-DIX- LAKEHURST WRIGHTSTOWN NJ	CURBS, MILLING AND PAVING	JOHN KELLY	732-901-2126	\$163,341.80
PLEASANTVILLE HIGH SCHOOL RUNNING TRACK PLEASANT NJ	INSTALL ADS PIPE AND DRAINAGE WORK, INSTALL BASINS, MILLING AND PAVING	ANTHONY CUNNINGHAM	856-767-3008	\$153,360.00
ENCLAVE AT FREEHOLD FREEHOLD NJ	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-303-1330	\$75,200.00
REGENCY AT TROTTERS POINTE TINTON FALLS NJ	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-578-0057	\$56,000.00

REGENCY AT FLANDERS FLANDERS NJ	SITE WORK AND DRAINAGE. CONSTRUCTION OF TWO TENNIS, TWO PICKLEBALL AND TWO BOCCI BALL COURTS. GRADING, PAVING, FENCING AND COLOR COATING	ROBERT NEIDERER	973-584-8655	\$152,900.00
MEWS AT LAUREL CREEK MOORESTOWN NJ	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	855-897-8655	\$20,700.00
ENCLAVE AT SHREWSBURY SHREWSBURY NJ	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-268-7571	\$57,000.00
ROUTE 34 WALL EXCAVATION WALL NJ	MILLING, PAVING	SCOTT HEYERS	732-892-4441	\$66,520.00
JERSEY SHORE RADIOLOGY POINT PLEASANT NJ	MILLING AND PAVING	MARY KAY BARBIERI	732-892-0080	\$52,915.00
KINGS GRANT IMPROVEMENTS MARLTON NJ	MILLING AND PAVING	STEVEN NICKOLAUS	609-474-1247	\$19,700.00
SHOPS AT SUNSET POINTE ASBURY PARK NJ	MILLING AND PAVING	MATHEW SIGMAN	732-742-8783	\$84,620.00
REGENCY AT HOLMDEL HOLMDEL NJ	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-446-8448	\$121,000.00
FREEHOLD FIRE DEPARTMENT FREEHOLD NJ	MILLING, PAVING AND STRIPING OF NEW PARKING LOT	FIRE COMMISSIONER (CHIP)	732-904-2215	\$32,350.00 2017
SUNSET PARK REMODEL LAKEWOOD NJ	MILLING, PAVING AND STRIPING OF BASKETBALL COURT. REMOVE AND REINSTALL COURT EQUIPMENT	GEORGE ALLEN	732-955-8000	\$34,000.00 2017
WALLIS PARK IMPROVEMENTS LACEY NJ	MILLING, PAVING, CURBING, AND INSTALLATION OF FENCE	CASEY PARKER	609-693-1100	\$87,000.00 2017
SOUTH DRIVE IMPROVEMENTS BRICK NJ	MILLING, PAVING, CURING AND INSTLLATION OF DRAINAGE AND SEWERAGE	DREW PAYLICK	732-462-7400	\$268,892.00 2017
LOCKWOOD AVE IMPROVEMENTS BRICK NJ	MILLING AND PAVING OF LOCKWOOD AVE. INSTALLATION OF DRAINAGE AND CURD	ALINA FERRARA	732-458-7000	\$34,415.00 2017
MANTOLOKING ROAD JACKSON NJ	MILLING AND PAVING OF ROADWAY		732-928-2222	\$50,000.00 2017
IMPROVEMENTS TO PARKING GARAGE EATONTOWN SEWERAGE AUTH.	MILLING AND PAVING, INSTALLATION OF DRAINAGE, FENCING AND CURBAGE	JOHN J. MCKELVEY	732-671-6400	\$118,930.00 2017

MERCER STREET RENOVATION HIGHTSTOWN NJ	MILLING, PAVING AND STRIPING OF ROADWAY. REMOVAL AND INSTALLATION OF FENCING	STAN KISIEL	212-213-1828	\$152,382.00 2018
BASKETBALL COURT IMPROVEMENTS DEPTFORD NJ	MILLING, PAVING, CURBING, AND INSTALLATION OF BASKETBALL EQUIPMENT	JONATHON BRYSON	732-589-1400	\$102,579.00 2018
IMPROVEMENTS TO STATION AVENUE WALKWAY PINE BEACH NJ	MILLING, PAVING AND CURBING OF WALKWAY	MARK ROHMEYER	732-434-3400	\$55,480.00 2018
SIGMUND S. RIMM RECREATION COMPLEX TENNIS COURTS 5 & 6 RECONSTRUCTION MARGATE NJ	MILLING, PAVING AND COLOR COATING OF COURTS. INSTALLATION OF TENNIS AND BASKETBALL EQUIPMENT	JOE JOHNSTON	609-645-7110	\$181,803.00 2018
VERONA PARK TENNIS COURTS IMPROVEMENTS ESSEX COUNTY NJ	MILLING, PAVING AND COLOR COATING OF TENNIS COURTS. INSTALLATION OF TENNIS EQUIPMENT AND PARK AMENITIES	SANJEEV VARGHESE	973-226-8500	\$174,600.00 2018
2017 NIDOT ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS BAY HEAD NJ	MILLING, PAVING AND STRIPING OF ROADWAYS. NEW CURB AND SIDEWALKS AS WELL AS REPLACEMENT OF OLD CURBS AND GUTTERS.	STEVEN WILLIAMS	732-286-9220	\$220,449.00 2018
2017 STREETScape IMPROVEMENTS LONG BEACH NJ	REMOVAL OF TREES AND SIDEWALKS. INSTALLATION OF NEW PAVER SIDEWALKS INCLUDING SAND BEDDING AND GRAVEL BASE COURSE. INSTALLATION OF NEW TREES	FRANK LITTLE	732-908-2695	\$193,450.00 2018
MICHAEL J. TIGHE PARK IMPROVEMENTS FREEHOLD NJ	MILLING AND PAVING. REPLACEMENT OF CONCRETE WALKWAYS	MATTHREW BRYANT	732-294-2000	\$178,532.50 2018
LEIPE HOCKEY TRACT IMPROVEMENTS MAYS LANDING NJ	RECONSTRUCTION OF HOCKEY COURT INCLUDING MILLING, PAVING AND COLOR COATING. REMOVAL AND REINSTALLATION OF FENCING AND COURT AMENITIES.	ROBERT SMITH	609-645-7100	\$291,915.00 2018
OVERALL RECREATION COURT IMPROVEMENTS MARLBORO NJ	MILLING AND PAVING ON VARIOUS LOCATIONS. REMOVAL AND INSTALLATION OF FENCING. LINE STRIPING AND COLOR COATING OF COURTS	BENJAMIN MOLINAS CME ASSOC.	732-462-7400	\$247,907.50 2018
GORDON COURT & GREELEY PARK IMPROVEMENTS MIDDLETOWN NJ	MILLING AND PAVING OF BASKETBALL COURTS. REMOVAL AND INSTALLATION OF EQUIPMENT. STRIPING AND COLOR COATING	DREW PAVLICK CME ASSOC.	732-462-7400	\$122,407.50 2018
IMPROVEMENTS TO HILLSIDE AND PORTLAND AVE HIGHLANDS NJ	MILLING AND PAVING OF ROADWAYS. INSTALLATION OF DRAINAGE. CURBING AND SIDEWALKS. LINE STRIPING AND INSTALL SIGNAGE	DREW PAVLICK CME ASSOC.	732-462-7400	\$426,000.00 2018

SITE DRAINAGE IMPROVEMENTS AT THE MOESC SCHOOL FACILITY TINTON FALLS NJ	MILLING AND PAVING OF ENTIRE PARKING LOT INCLUDING INSTALLATION OF ALL SITE DRAINAGE AND CONCRETE CURBS AND WALKWAYS	ROBERT IAMELLO	732-245-5404	\$203,900.00 2018
MAPLE DA WSON PARK IMPROVEMENTS MOORESTOWN NJ	MILLING AND PAVING TENNIS AND BASKETBALL COURTS. INSTALLATION OF ALL AMENITIES. GRADING AND DRAINAGE IMPROVEMENTS. INSTALLATION OF FENCING	TIMOTHY KALUAHIOKALANI ERI INC.	856-235-7170 X4469	\$275,902.00 2018
RESURFACING OF FUTSAL AND BASKETBALL COURTS AT DEVONSHIRE MT. LAUREL NJ	MILLING AND PAVING APPLICATION OF TACK COAT WITH GEOTEXTILE MAT. COLOR COATING WITH LING STRIPING AND INSTALLATION OF ALL NEW AMENITIES FOR BOTH COURTS.	CRAIG REILLY BACH DESIGN GRP.	856-546-8611	\$160,990.00 2018
WRECK POND BERM IMPROVEMENTS SPRING LAKE NJ	CONSTRUCTION OF GRASS BERM, GRADING, DRAINAGE, PAVEMENT REPAIR AND STORM DRAINAGE	MATT MARJANO LEON S. AVAKIAN	732-922-9229	\$205,695.00 2018
STATION DRIVE IMPROVEMENTS WVPA	MILLING AND PAVING SECTIONS OF TRAIN STATION PARKING LOT. INSTALLATION OF CURBS, RAILING, ALAN BLOCK, BLOCK WALL AND ALL LINE STRIPING	JOHN TAYLOR ACT	609-918-0200	\$141,445.00 2018
PRINCETON JUNCTION NJ 2018 PAVEMENT SPOT REPAIRS	MILLING AND PAVING AT VARIOUS LOCATIONS, HMA BASE INSTALLATION, PAVEMENT MARKING AND TEMPORARY POLICE TRAFFIC CONTROL	DANIEL BURKE JACKSON TWP ENGINEER	732-928-1200 EXT:1229	\$206,972.00 2018
JACKSON NJ/00 ARLINGTON AVENUE & WYNAIT STREET SIDEWALK / ROAD IMPROVEMENTS LAKEWOOD NJ	MILLING AND PAVING OF BOTH ROADWAYS. INSTLLATION OF CURB AND SIDEWALKS.	GEORGE ALLEN REMINGTON & VERNICK	732-955-8000	\$184,947.60 2018
FY 2018 MUNICIPAL AID ROAD PROGRAM - IMPROVEMENTS TO ST. LOUIS AVE POINT PLEASANT BEACH NJ	DRAINAGE IMPROVEMENTS. INSTALLATION OF COMBINED CURB AND GUTTER. RECONSTRUCTION OF CURB RAMPS.FULL RECONSTRUCTION OF PAVEMENT AND GENERAL SURFACE RESTORATION	CHARLES CUNLIFFE T&M ASSOCIATES	732-473-3400	\$438,940.00 2019
IMPROVEMENTS TO CURTIS AVENUE POINT PLEASANT BEACH NJ	INSTALLATION OF NEW DRAINAGE BETWEEN PROPERTIES AS WELL AS IN ROADWAYS. MILLING AND PAVING. INSTALLATION OF CURBING.	CHARLES CUNLIFFE T&M ASSOCIATES	732-473-3400	\$109,670.00 2019
IMPROVEMENTS TO WINDSOR AVENUE NEPTUNE CITY NJ	MILLING AND PAVING OF ENTIRE ROAD INCLUDING CONCRETE CURB AND SIDEWALKS AND INSTALLATION OF DRAINAGE STRUCTURES AND STORM DRAIN PIPING.	MATT SHAFAI LEON S. AVAKIAN	732-922-9229	\$261,432.00 2019
IMPROVEMENTS TO CARRIAGE WAY SEA GIRT NJ	INSTALLATION OF ROADWAY INCLUDING ALL DRAINAGE, ASPHALT AND CURBING	DAVE HOWARTH LEON S. AVAKIAN	732-922-9229	\$265,075.00 2019

IMPROVEMENTS TO RIVERSIDE DRIVE PINE BEACH NJ	MILLING AND PAVING OF ENTIRE ROAD INCLUDING CONCRETE CURB AND SIDEWALKS AND INSTALLATION OF DRAINAGE STRUCTURES AND STORM DRAIN PIPING	CHARLES CUNLIFFE T&M ASSOCIATES	732-473-3400	\$184,026.00 2019
DRAINAGE IMPROVEMENTS AT BAYWOOD BRICK NJ	MILLING AND PAVING. INSTALLATION OF DRAINAGE AND CURBING.	DREW PAVLICK CME ASSOCIATES	732-462-7400	\$351,612.50 2019
BRANCH BROOK PARK IMPROVEMENTS ESSEX COUNTY NJ	DEMOLITION AND INSTALLATION OF 18 TENNIS COURTS AND 4 PICKLEBALL COURTS. INCLUDING ALL MILLING. PAVING. COLOR COATING AND SITE FURNISHING	WILLIE DERRICOTTE	973-226-8500	607,000.00 2019
IMPROVEMENTS TO VARIOUS PARKS ESSEX COUNTY NJ	REMOVAL OF ALL EXISTING BASKETBALL EQUIPMENT. MILLING AND PAVING OF VARIOUS COURTS. INSTALLATION OF ALL SITE FURNISHINGS	WILLIE DERRICOTTE	973-226-8500	369,000.00 2019
DRAINAGE IMPROVEMENTS AT BAYWOOD BRICK NJ	MILLING AND PAVING. INSTALLATION OF DRAINAGE AND CURBING.	DREW PAVLICK CME ASSOCIATES	732-462-7400	\$351,612.50 2019
GRAVELLY BROOK PARK IMPROVEMENTS MATAWAN NJ	MILLING AND PAVING OF BASKETBALL COURT. INSTALLATION OF FENCING, FIELD NETTING AND ALL COURT AMENDITIES	LOU TEDESCO T&M ASSOCIATES	732-671-6400	\$193,660.00 2019
EMMA HAVENS YOUNG ELEMENTARY SCHOOL BRICK NJ	MILLING AND PAVING OF PARKING LOT. TREE REMOVAL / REPLACEMENT. DRAINAGE. SIGN AND FLAGPOLE INSTALLATION	KIRK DANIELS SUBURBAN CONSULTING	732-282-1776	\$868,631.00 2019
VETERANS PARK PARKING LOT IMPROVEMENTS TOMS RIVER NJ	MILLING AND PAVING OF ENTIRE PARKING LOT. INSTALLATION OF CURB SPEED HUMPS AND DRAINAGE. INSTALLATION OF FIELD NETTING.	ROBERT CHANKALIAN TOMS RIVER ENG.	732-341-1000	\$643,934.00 2019
SFY 2017 ROAD RECON. OF W. 10 TH STREET BARNEGAT LIGHT NJ	MILLING AND PAVING. INSTALLATION OF DRAINAGE. CURB AND SIDEWALKS.	FRANK LITTLE OWEN, LITTLE & ASSOCIATES	732-908-2695	\$277,935.00 2019
IMPROVEMENTS TO SHADY LANE LAKEWOOD NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF CURB AND SIDEWALKS.	GEORGE ALLEN REMINGTON & VERNICK	732-955-8000	\$369,447.36 2019
IMPROVEMENTS CIRCLE PLACE LAKEWOOD NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF CURB AND SIDEWALKS.	GEORGE ALLEN REMINGTON & VERNICK	732-955-8000	\$369,447.36 2019
RESURFACING OF TENNIS COURTS AT DEVON AVE. HADDON HEIGHTS, NJ	RESURFACING OF FIVE (5) TENNIS COURTS. ONE (1) BASKETBALL COURT. INSTALLATION OF FENCING. AND ALL COURT AMENITIES. CONSTRUCTION OF A NEW ASPHALT PARKING LOT	CRAIG REILLY BACH ASSOCIATES	856-546-8611	\$258,012.00 2019
PIONEER HOSE FIRE STATION NO. 1 BRICK, NJ	MILLING. RE-GRADING AND PAVING OF PARKING LOT. CONSTRUCTION OF CONCRETE SIDEWALK	ED SLOWINSKI BOARD OF FIRE COMMISSIONERS	732-320-2933	\$138,215.00 2019

2019 VARIOUS DRAINAGE IMPROVEMENTS BERKELEY TOWNSHIP	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	STEVE WILLIAMS REMINGTON & VERNICK	732-286-9220	\$369,447.36 2019
2019 COURT IMPROVEMENT PROJECT MARLBORO TOWNSHIP, NJ	MILLING AND PAVING OF PARKING LOT. FENCING & TENNIS COURT/PICKLEBALL. COURT	ALAN BERGER CME ASSOCIATES	732-341-1000	\$431,923.00 2020
ROOSEVELT PARK WALKWAY IMPROVEMENTS EDISON, NJ	MILLING & PAVING OF AN EXISTING ASPHALT WALKWAY. INSTALLATION OF CURBS, SIDEWALKS & HANDICAP RAMPS	WILLIAM O'BARA DELAWARE- RARITAN ENGINEERING	732-577-5548	\$565,300.00 2020
KINGSLEY PARK TENNIS COURT UPGRADES SOUTH BRUNSWICK, NJ	MILLING AND PAVING OF ENTRANCE DRIVE. DEMOLITION OF EXISTING FENCING & TENNIS COURTS. MILLING AND PAVING OF TENNIS/PICKLEBALL COURTS.	USA ARCHITECTS PETE CAMPISANO	908-393-0606	\$176,890.00 2020
ACCESS PATHS AT TENNIS CENTER MERCER COUNTY PARK	RESURFACING AND REPAVING OF SIDEWALKS AND WALKING TRAILS	ENGINEERING & LAND PLANNING ASSOCIATES MATT CONNORS	908-238-0544	\$253,640.00 2020
SPORT COURT MILLING, PAVING & STRIPING MONMOUTH COUNTY PARKS	MILLING AND PAVING OF TENNIS COURTS WITH PAVING MAT UNDERLAYMENT & STRIPING	MONMOUTH COUNTY PARK SYSTEM ANDY NORTH	732-842-4000 EXT. 4262	\$97,490.00 2020
MUNICIPAL PARK ROLLER HOCKEY RINK WALL TOWNSHIP, NJ	EXCAVATION FOR NEW ROLLER HOCKEY RINK & NEW PARKING LOT. DRAINAGE, CURB & STRIPING FOR PARKING LOT	WALL TOWNSHIP MATT ZAHORSKY	732-449-8444 EXT. 2247	\$655,635.50 2020
HARMONY, KIMBERLY & BAYVIEW AVE. DRAINAGE IMPROVEMENTS LONG BEACH, NJ	REMOVAL & REPLACEMENT OF EXISTING DRAINAGE SYSTEM. INCLUDING INSTALLATION OF A TIDE CHECK VALVE. MILLING & PAVING	FRANK LITTLE OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$386,133.00 2020
5TH ST. & 6TH ST. RECONSTRUCTION SURF CITY, NJ	REMOVAL & REPLACEMENT OF EXISTING DRAINAGE SYSTEM, INCLUDING A TIDE CHECK VALVE. MILLING & PAVING.	FRANK LITTLE OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$536,995.00 2020
STRAWBRIDGE LAKE PEDESTRIAN PATH MOORESTOWN TOWNSHIP, NJ	MILLING AND PAVING OF PARKING LOT. FENCING & TENNIS COURT/PICKLEBALL. COURT	BACH ASSOCIATES CRAIG REILLY	856-546-8611	\$195,586.00
ATHLETIC COURT IMPROVEMENTS TO SPRING LAKE & THOMPSON PARK	REMOVAL & REPLACEMENT OF ATHLETIC COURTS. RECONSTRUCTION OF TENNIS COURTS. BASKETBALL COURTS HANDBALL COURTS & PICKLEBALL COURTS	MIDDLESEX COUNTY JOHN FREEMAN	732-745-3995	\$1,537,000.00

NEW BRUNSWICK, NJ	MILLING AND PAVING OF PARKING LOT. REPLACEMENT OF DRAINAGE & SIGNAGE	SUBURBAN CONSULTING ENGINEERS INC KIMBERLY DANA	732-282-1776	\$762,212.00
EMMA HAVENS YOUNG ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS PHASE 2 BRICKTOWN, NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF CURB AND SIDEWALKS.	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	\$111,891.00
VARIOUS ROADS & DRAINAGE RECONSTRUCTION BEACHWOOD, NJ	RECONSTRUCTION OF TENNIS & PICKLEBALL COURTS. INCLUDES INSTALLATION OF FENCE, COURT APPURTENANCE & SITE GRADING	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	\$185,110.00
TENNIS COURT RECONSTRUCTION-EAST ATLANTIC AVE OCEAN GATE, NJ	MILLING & PAVING OF ROADWAYS.	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	\$383,544.50
SLOOP CREEK, BAY BLVD, & 24TH AVE BAYVILLE, NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	\$264,196.00
RUE RIVOLI & RUE LIDO POINT PLEASANT NJ	MILLING & PAVING OF PARKING FOR REPLACEMENT OF DRAINAGE & SIGNAGE	CME MICHAEL REISER	732-546-4190	902,492.50
WHITE STREET PARKING LOT IMPROVEMENTS RED BANK, NJ	MILLING & PAVING OF TENNIS COURTS. INSTALLATION OF TENNIS EQUIPMENT	MASER CONSULTING KEVIN BOYER	973-398-3110	\$216,592.00
NEW PROVIDENCE TENNIS COURTS NEW PROVIDENCE, NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	T&M ASSOCIATES JASON WORTH	732-473-4763	617,731.80
2020 OCEAN TWP ROAD IMPROVEMENTS	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-908-2695	437,309.50
4TH & 7TH STREET RECONSTRUCTION	CONSTRUCTION OF NEW PARK WHICH INCLUDES BASKETBALL COURTS, TENNIS COURTS, AND PICKLEBALL COURT. PAVING OF PARKING LOT AND INSTALLATION OF SITE AMENITIES.	T&M JULIE NASTASI	732-671-6400	\$1,146,600.00
IMPROVEMENTS TO TRADITIONS PARK TENTON FALLS, NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	REMINGTON & VERNICK ENGINEERS	732-286-9220	\$431,048.00
12TH AVE IMPROVEMENTS SEASIDE PARK, NJ				

BIKEWAY-KEEFE RD LAWRENCE, NJ	INSTALLATION OF NEW BIKE PATH ALONG ROADWAY INCLUDING POROUS PAVING & LINE STRIPING	STEVE WILLIAMS	609-987-2323	\$201,099.00
BASKETBALL & TENNIS COURTS PROJECT LOCATED AT ORCHARD & HEROES PARK	CONSTRUCT BASKETBALL COURT, SITE AMENITIES, BITUMINOUS CONCRETE PATHWAY, SITE IMPROVEMENTS & SITE DEMOLITION	VAN NOTE- HARVEY ASSOCIATES JIM PARVESSE FRENCH & PARRELLO ASSOCIATES MATT ZAHORSKY	752-312-9800	\$243,975.00
IMPROVEMENTS TO SOUTH PLAINFIELD PARKS	CONSTRUCT BASKETBALL COURTS AT VARIOUS PARKS, INSTALL SITE AMENITIES, SITE IMPROVEMENTS & SITE DEMOLITION	NAJARIAN ASSOCIATES DANIEL GOMEZ	732-389-0220	\$217,570.00
EUCLID AVE AREA IMPROVEMENTS	MILL & PAVE EUCLID AVE. INSTALLATION OF CONCRETE CURB & GUTTER, REPAIRS TO SIDEWALK, FIRE HYDRANT REPLACEMENT, WATER VALVE REPLACEMENT, PAVEMENT STRIPING, SIGNAGE & SITE RESTORATION.	COLLIERS ENGINEERING & DESIGN JOE RAFFERTY	877-627-3772	\$340,330.00
RAVINE DR ELEMENTARY SCHOOL	MILP & PAVE EXISTING PARKING LOT, INSTALL CURBS, & SITE AMENITIES	FVHD	609-883-7101	\$149,100 2021..
BANCHOFF PARK TENNIS COURT IMPROVEMENTS	DEMOLITION OF EXISTING TENNIS COURTS, INSTALLATION OF NEW TENNIS COURT ALONG WITH SITE AMENITIES, ACRYLIC RESURFACING & COLOR COATING OF VARIOUS COURTS	REMINGTON & VERNICK ENGINEERS KATHLEEN NIEMANN	856-303-1245	\$282,296.00 2021
2019 ROAD IMPROVEMENT W 6 TH ST & BAY TERRACE & BOROUGH UTILITY REPLACEMENT PROJECT	MILLING AND PAVING OF ROADWAY, INSTALLATION OF DRAINAGE CURB AND SIDEWALKS. ALSO INCLUDES INSTALLATION OF WATER MAIN	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$652,781.60 2021
POLLY POD, LANGE, BACK, DIVISION, & OCEAN ACRES TENNIS COURT	INSTALL DRAINAGE & CURBS, MILLING & OVERLAY OF VARIOUS ROADS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$292,946.00 2021
KENNEDY PARK BASKETBALL COURT IMPROVEMENTS	CONSTRUCTION OF BASKETBALL COURTS	CME ASSOCIATES JAY CORNELL	732-727-8000	\$162,150 2021
BARRIER ISLAND PICKLEBALL COURTS	INSTALLATION OF VARIOUS PICKLEBALL COURTS, FENCING, SITE AMENITIES ACRYLIC RESURFACING & COLOR COATING	CME ASSOCIATES DOUG ROHMEYER	732-462-7400	\$612,115.00 2021
NORTHERN BURLINGTON HIGH SCHOOL TENNIS	DEMOLITION OF EXISTING COURTS, RECONSTRUCTION OF 3 TENNIS COURTS INCLUDING INSTALLATION OF NEW TENNIS	VAN CLEEF ENGINEERING	609-689-1100	\$468,000.00 2021

CHERRY HILL HIGH SCHOOL EAST TENNIS COURTS	COURTS, FENCE, SITE RESTORATION, ACRYLIC RESURFACING, & COLOR COATING	DAN FRYER	856-235-7170 NEIL WERKET	\$454,490.00 2021
POLLY POD, LANGE, BACK, DIVISION, & OCEAN ACRES TENNIS COURT	DEMOLITION OF EXISTING COURTS. RECONSTRUCTION OF 5 TENNIS COURTS. INCLUDING INSTALLATION OF NEW TENNIS COURTS, FENCE, SITE RESTORATION, ACRYLIC RESURFACING, & COLOR COATING	ENVIRONMENTAL RESOLUTIONS NEIL WERKET	732-244-1090	\$292,946.00 2022
LOGAN HOCKEY RINK CONVERSION BASKETBALL	INSTALL DRAINAGE & CURBS, MILLING & OVERLAY OF VARIOUS ROADS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	856-795-9595	\$145,035.00 2022
OLD BRIDGE PICKLEBALL COURTS	DEMOLITION OF HOCKEY RINK, CONSTRUCTION OF BASKETBALL COURTS	REMINGTON & VERNICK JOSH KENNEDY	732-721-5600	\$92,500.00 2022
CEDAR DR MIDDLE SCHOOL BASKETBALL & TENNIS	CONSTRUCT 1 NEW PICKLEBALL COURT INCLUDING INSTALLATION OF FENCE, ACRYLIC RESURFACING & COLOR COATING	TOWNSHIP OF OLD BRIDGE MATT MERCURIO	732-473-340	\$606,713.00 2022
CENTRAL AVE IMPROVEMENTS POINT BEACH	REFURBISHMENT OF 3 TENNIS COURTS & 2 BASKETBALL COURTS. REPLACE & INSTALL FENCE, COLOR COATING	T&M ASSOCIATES CHARLIE CUNLIFFE	877-627-3772	\$704,986.25 2022
ROSELAND BASKETBALL & TENNIS RECONSTRUCTION	INSTALL DRAINAGE & CURBS, MILLING & OVERLAY OF VARIOUS ROADS	COLLIERS ENGINEERING JOHN MELE	201-641-0770	\$309,650.00 2022
MERCER COUNTY PARKS BASKETBALL RECONSTRUCTION	CONSTRUCTION OF PICKLEBALL, TENNIS & BASKETBALL COURTS	BOSWELL ENGINEERING SCOTT GOODMAN	732-462-7400	\$494,371.00 2022
DRAINAGE IMPROVEMENTS SEAMAN AVE, OAK AVE & SPAR AVE	RECONSTRUCTION OF MERCER COUNTY PARKS BASKETBALL COURTS, INSTALLATION OF NEW SITE AMENITIES, INSTALLATION OF FENCE, ACRYLIC RESURFACING & COLOR COATING OF COURTS	CME ASSOCIATES JAMES WINCKOWSKI	732-286-9220	\$137,987.00 2022
EAGLESWOOD ROADS	INSTALL DRAINAGE & CURBS, MILLING & OVERLAY OF VARIOUS ROADS	REMINGTON & VERNICK STEVE WILLIAMS	732-244-1090	\$152,138.00 2022
MIDLAND PARK ABERDEEN	REFURBISHMENT OF EXISTING BASKETBALL COURT. INSTALLATION OF SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF BASKETBALL COURT.	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-671-6400	\$154,525.00 2022
ROSS FIELD ABERDEEN	REFURBISHMENT OF EXISTING BASKETBALL COURT. INSTALLATION OF SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF BASKETBALL COURT.	T&M ASSOCIATES JULIE NASTASI	732-671-6400	\$91,700.00 2022
GOLF CART PATH PAVING GREEN TREE GOLF COURSE	PAVED GOLF CART PATH AT GREEN TREE GOLF COURSE	T&M ASSOCIATE JULIE NASTASI	609-343-2390	\$321,200.00 2022

VETERANS PARK PICKLEBALL COURTS	CONSTRUCTION OF 3 NEW PICKLEBALL COURTS AT VETERANS PARK. INSTALLATION OF FENCE & SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS	TIM EDMUNDS IMPROVEMENT AUTHORITY REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	\$131,430.00 2022
BAMBER LAKE BALL & TENNIS COURTS RESURFACING	INSTALLATION OF NEW SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF VARIOUS COURTS. INSTALLATION OF FENCE.	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	\$178,900.00 2022
OLD BRIDGE PICKLEBALL COURTS	CONSTRUCTION OF 3 NEW PICKLEBALL COURTS AT VETERANS PARK. INSTALLATION OF FENCE & SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS	TOWNSHIP OF OLD BRIDGE MATT MERCURIO	732-721-5600	\$155,500.00 2022
PICKLEBALL COURTS WEST DEPFORD TOWNSHIP	CONSTRUCTION OF 5 NEW PICKLEBALL COURTS AT VETERANS PARK. INSTALLATION OF FENCE & SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS	REMINGTON & VERNICK ENGINEERS JOSH KENNEDY	856-795-9595	\$292,435.00 2022
2022 BEACH HAVEN TERRACE PICKLEBALL COURTS & PARKING LOT	MILL & PAVE MUNICIPAL PARKING LOT. CONSTRUCTION OF 4 NEW PICKLEBALL COURTS. INSTALLATION OF FENCE & SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$354,703.00 2022
2022 HOLGATE BALL COURT & LOVE LADIES TENNIS COURT	RECONSTRUCTION OF BASKETBALL COURT & TENNIS COURTS. INSTALLATION OF NEW SITE AMENITIES & FENCE. ACRYLIC RESURFACING & COLOR COATING OF COURTS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$141,400.00 2022
VARIOUS PARK IMPROVEMENTS IN TINTON FALLS	IMPROVEMENTS TO LIBERTY PARK. RIVERDALE PARK & HOCKOCKSON PARK. RECONSTRUCTION OF BASKETBALL COURTS. INSTALL NEW SITE AMENITIES. INSTALLATION OF TURI DOG PARK.	T&M ASSOCIATES JULIE NASTASI	732-671-6400	\$1,289,262.50 2022
2019 PARK GRANT PROJECT TABERNACLE	REFURBISHMENT OF FRICKETS MILL PARK. BASKETBALL COURT & WALKING PATH. INSTALLATION OF SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS.	DANTE GUZZI ENGINEERING ASSOC	609-654-4440	\$156,500.00 2022
PHASE V PARK IMPROVEMENTS TO NASH PARK- NEW HANOVER	MILL & OVERLAY OF 2 BASKETBALL COURTS. INSTALLATION OF NEW BASKETBALL EQUIPMENT	TOM LEISSE ENVIRONMENTAL RESOLUTIONS JOE HIRSH	856-235-7170	\$72,750.00 2022
MK BETTERMENT PARK EGG HARBOR	CONSTRUCTION OF NEW PARK WHICH INCLUDES BASKETBALL COURTS, AND PICKLEBALL COURT. PAVING OF PARKING LOT AND INSTALLATION OF SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS	MOTT WATKINS & ASSOCIATES JAMES MOTT	609-569-1551	\$674,151.00 2022

VILLAGE PARK BASKETBALL & VOLLEYBALL- CRANBURY	DEMOLITION OF EXISTING BASKETBALL COURT & CONSTRUCTION OF NEW SAND VOLLEYBALL COURT	VAN CLEEF ENGINEERING IRENE BAITAGLIA	908-359-8291	\$146,720 2022
NORTH BRUNSWICK TENNIS COURTS- NORTH BRUNSWICK	MILL & OVERLAY OF FOUR TENNIS COURTS. REMOVE & REPLACE FENCE. INSTALLATION OF SITE AMENITIES, ACRYLIC RESURFACING, COLOR COATING, & LINE STRIPING OF COURT	NORTH BRUNSWICK ROBERT BONGIOVI	732-247-0922	\$175,000 2022
HEBREW PARK- LACEY	ACRYLIC RESURFACING & COLOR COATING OF SEVERAL BASKETBALL COURTS & TENNIS COURTS AT HEBREW PARK, GILLE PARK & RIVERSIDE PARK IN LACEY. INSTALLATION OF NEW TENNIS EQUIPMENT	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	\$126,820.00 2022
VINELAND BASKETBALL & TENNIS	INSTALLATION OF FOUR TENNIS & TWO BASKETBALL COURTS AT GIFFONE PARK. INSTALL FENCING & VARIOUS SITE AMENITIES.	CITY OF VINELAND	856-794-4000	\$174,000.00 2022
CLINTON COMMUNITY CENTER TENIS COURTS- CLINTON	MILL & OVERLAY OF ONE TENNIS COURT. REMOVE & REPLACE FENCE. INSTALLATION OF SITE AMENITIES, ACRYLIC RESURFACING, COLOR COATING, & LINE STRIPING OF COURT	SUBURBAN CONSULTING ENGINEERING KRISTOPHER KEMPER	732-282-1776	\$137,450.00 2022
ATLANTIC CITY ANIMAL SHELTER PARKING LOT	MILL & OVERLAY OF ANIMAL SHELTER PARKING LOT. INSTALLATION OF CURBS AND DRAINAGE.	CHRISTOPHER PALERMO	609-402-1741	\$209,726.65 2022
COLTS NECK ROADS	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	T&M ASSOCIATES GLEN GIRKIN	732-473-3400	\$347,540.00 2022
GREEN LANE FARMS & LONDON SQUARE PARK IMPROVEMENTS	MILL & OVERLAY TWO BASKETBALL COURTS. INSTALLATION OF SITE AMENITIES, ACRYLIC RESURFACING, COLOR COATING, & LINE STRIPING OF COURT	T&M ASSOCIATES MARK HANSEN	856-722-6700	\$219,690.00 2022
HOLMDEL SWIM CLUB TENNIS IMPROVEMENTS	MILL & OVERLAY THREE TENNIS COURTS. INSTALLATION OF FENCING & VARIOUS SITE AMENITIES	HOLMDEL TOWNSHIP VICTOR STEVENTS	732-946-2820	\$291,170.00 2022
CLIFTON SKATE ZONE HOCKEY RINK CONVERSION	CONVERT ROLLER HOCKEY RINK TO SIX PICKLEBALL COURTS. INSTALL VARIOUS SITE AMENITIES, & NEW PICKLEBALL EQUIPMENT	CITY OF CLIFTON DEBBIE OLIVER	973-470-5956	\$209,660.00 2022

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____
by and between the

CITY OF ORANGE TOWNSHIP, a municipal corporation of the State of New Jersey, located at
29 North Day Street, Orange, New Jersey, 07050, hereinafter referred to as the **CITY**, and

(CONTRACTOR'S NAME)

(ADDRESS)

(CITY, STATE, ZIP)

(TELEPHONE NUMBER)

(FAX NUMBER)

(E-MAIL)

hereinafter referred to as the **CONTRACTOR**.

WITNESSETH, that for and in consideration of the covenants and conditions hereinafter expressed, the Contractor and **CITY** agree as follows:

ARTICLE I - SCOPE OF WORK

1.01 General

The project consists of resurfacing the basketball courts at Metcalf Park in the City of Orange Township, Essex County New Jersey.

1.02 Description

The work for this project includes, but is not necessarily limited to the following major work items:

1. Removal of existing basketball amenities, as indicated.
2. Milling of existing hot mix asphalt basketball courts, as indicated on the plans.
3. Installation of 1.5" thick hot mix asphalt 4.75 L 64 surface course, as indicated on the plans.
4. Acrylic resurfacing, color coating and line striping of basketball courts, as indicated on the plans.
5. Installation of new basketball court amenities, as indicated on the plans.

1.03 All related incidental work, including traffic control, dust control, soil erosion control, clearing, cleaning and restoration.

1.04 The contractor is responsible for the location of all utilities and for scheduling all work involved with utilities. Any cost related to the contractor shall be included in the various items of the proposal.

- 1.05 The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.
- 1.06 The plans entitled "Improvements to Metcalf Park (Phase I)" City of Orange Township, Essex County, New Jersey," are appended hereto and are now made part of these specifications.

ARTICLE II - CONTRACT DOCUMENTS

The following documents, herein called the Contract Documents, together with this Agreement, form the Contract, and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Agreement and attached hereto or repeated herein at length.

- a. This Agreement;
- b. Project Specifications and Bid Documents issued by the CITY, including all attachments, supplemental specifications and drawings thereto;
- c. Bid as submitted by the Contractor and accepted by the City of Orange TOWNSHIP including general conditions;
- d. Certificate of insurance naming the CITY as co-insured;
- e. Certificate of Workers Compensation Insurance;
- f. Performance and Payment Bond;
- g. Notice to Proceed;
- h. Certificate of Employee Information Report;
- i. Business Registration Certificate;
- j. Contractor Certification of Eligibility (for CDBG funded Projects);
- k. Contractor Clearance Requirements (for CDBG funded Projects);
- l. County of Essex Division of Housing & Community Development Letter approving the Contractor and authorizing Project construction to proceed (for CDBG funded Projects).

In the event of a conflict among the terms of the foregoing documents, the terms, provisions and conditions of this Agreement shall prevail.

In addition, the Owner's designated engineer shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

ARTICLE III - CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of the Work described in this Agreement, subject to additions and deletions if any, as provided in the Contract Documents, a total sum not to exceed:

(AMOUNT IN WORDS)

(AMOUNT IN NUMBERS)

The aforesaid payment shall be made at such times and in such amounts and upon such certifications and approvals as shall be provided in the Contract Documents.

For CDBG funded Projects, payment shall be made only upon approval of a completed CDBG Voucher by the County of Essex Division of Housing & Community Development.

The CONTRACTOR shall be paid the prices stipulated in the Bid as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

ARTICLE IV - TIME OF COMPLETION

The work to be performed under this Contract shall commence and be completed within **Forty-Five (45) calendar days** from the date of the Notice to Proceed.

The CONTRACTOR shall be subject to the payment of monetary liquidated damages to the CITY for each and every calendar day that the CONTRACTOR shall default in completing the Work within the time stipulated in the Contract Documents.

ARTICLE V - PERFORMANCE SURETY BOND

Where required by the Contract Documents, the CONTRACTOR shall deliver a Performance Bond in the amount required, which shall also contain the required guarantee of continued liability by the CONTRACTOR and Surety that the final inspection and acceptance of the work shown by the drawings and specifications forming part of the Contract shall not be binding and conclusive upon the City of Orange TOWNSHIP, if it subsequently appears that the Contractor has supplied inferior materials or workmanship, or has departed from the terms of this Contract.

ARTICLE VI - INSURANCE

The CONTRACTOR agrees to obtain and continue in full force and effect during the term of this Agreement, in amounts acceptable to the CITY, adequate public liability insurance against personal injury and property damage, naming the City of Orange TOWNSHIP as co-insured, and to furnish proper certificates of insurance at the time of execution of this Agreement, and at any time during the term of construction hereof upon request. In addition, the CONTRACTOR shall secure Worker's Compensation Insurance and furnish certificates thereof at the time of execution of this Agreement. In the event that the said insurance shall be allowed to lapse or expire during the period of this Agreement, the CITY shall have the option, upon three (3) days written notice to the CONTRACTOR to forthwith reinstate or renew such insurance coverage, to secure said insurance and to charge the cost thereof to the CONTRACTOR.

ARTICLE VII - ASSIGNMENT

The CONTRACTOR further declares and agrees that it will not assign, transfer or otherwise dispose of this Agreement or of its right or interest herein, nor assign by power of attorney or otherwise, any of the monies due or to become due to it without having obtained the previous consent in writing of the CITY. If without said consent, the CONTRACTOR should assign or otherwise dispose of this Agreement, its interest therein or any part thereof, or money due or to become due, thereon, the CITY may revoke and annul this Agreement and thereupon said CITY will be relieved from all liability growing out of this Agreement to the Contractor or its assigns.

ARTICLE VIII - BANKRUPTCY

If the CONTRACTOR shall be adjudged bankrupt, become insolvent, or make an assignment for the benefit of creditors, or a receiver shall be appointed for it or for any of its property, the CITY, upon three (3) days written notice to said CONTRACTOR may terminate the within Agreement and the CONTRACTOR or any such person claiming thereunder, shall not be entitled to any monies thereunder after the date set for termination thereof in such notice nor shall the CONTRACTOR or any person claiming under it be permitted to complete said Agreement.

ARTICLE IX - INDEMNITY

The CONTRACTOR shall indemnify, defend, and save harmless the CITY and ENGINEER against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents from the CITY and ENGINEER from any and all claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the CONTRACTOR or its subcontractors. Insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Agreement. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in the prosecution of the Work.

ARTICLE X - RESPONSIBILITY OF THE CITY AND ENGINEER

All work shall be done under the observation of the Engineer, or another authorized representative of the CITY. The Engineer shall decide any and all questions which may arise regarding the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The Engineer's services during the construction of the Project are intended to provide CITY a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The Engineer shall not, during visits to the project site or as a result of observation of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR's, for any safety precautions and programs incident to the work of CONTRACTOR's or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any CONTRACTOR's nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work safely or in accordance with the Contract Documents.

ARTICLE XI: CONTRACTOR'S STATUS AND RESPONSIBILITIES

- a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the CITY.
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.
- c. The CONTRACTOR shall be responsible for proceeding with the work and adhering to the schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement.

d. The CONTRACTOR shall pay to the CITY, and the CITY shall have the right to deduct the full amount of all expenses, losses, and damages from all monies due or to become due the CONTRACTOR under this Contract, for any of the following reasons:

1. Any defect, omission, or mistake of the CONTRACTOR or his employees; and the repairs of same, as determined by the Engineer.

2. All costs of engineering work and inspection after the specified completion time for the Contract.

3. All costs incurred by the CITY for overtime payments to the inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the CITY.

4. Liquidated Damages in the amount set forth in Section 108.16 of the Supplementary Specifications for each and every calendar day that the CONTRACTOR shall be in default of completing the Work of this Contract. This sum is hereby agreed to be proper and reasonable liquidated damages, which the CITY will suffer by reason of such default.

ARTICLE XII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK

a. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state, and local laws, standards and regulations and these Contract Documents; and that the Work will not be defective.

b. If within two (2) years after the acceptance date, any Work is found to be defective, the CONTRACTOR shall promptly correct the defective Work, or remove and replace it with non-defective Work; as directed by the CITY, and at no additional cost to the CITY.

ARTICLE XIII - MISCELLANEOUS

A. All terms of this Agreement are subject to budgetary and/or legislative limitations, changes and restrictions.

B. No clause in this Agreement shall be construed to place responsibility on the CITY due to delays for any reason whatsoever.

C. The provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, or heirs, executors, administrators and legal representatives, as the case may be.

D. It is expressly understood and agreed by the CITY that any monies paid under the terms of this Agreement shall not constitute a waiver of any of its rights under the terms of the specifications, proposal or advertisement, nor of any of its defenses hereunder.

E. No increases in wages or material shall in any way effect this Agreement, anything to the contrary notwithstanding.

F. The failure of the CITY to insist upon the strict performance of any of the covenants or conditions of this Agreement (i.e., observation by the CITY/ENGINEER or their agents, nor any orders or certificates of measurement by the ENGINEER, nor any order by the CITY for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the CITY, nor any extension of time or any possession taken by the CITY or its employees), shall not be construed as a waiver or relinquishment for the future performance of any such covenants or conditions, but the

same shall remain in full force and effect.

- G. A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,
- (i) In the case of the CONTRACTOR, is addressed to or delivered personally to the address shown above; and
 - (ii) In the case of the CITY, is addressed to or delivered personally to the CITY, c/o Municipal Clerk at 29 North Day Street, Orange, New Jersey 07050; or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided by this section.
- H. In the event any action or suit or proceeding is brought for failure to observe any of the covenants of this Agreement, CONTRACTOR agrees to pay CITY such sums as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding.
- I. While engaged in carrying out and complying with the terms and conditions of this Agreement, CONTRACTOR is an independent contractor and not an officer, employee or agent of the CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

ARTICLE XIV - ANTIDISCRIMINATION PROHIBITED

In compliance with the provisions of N.J.S.A. 10:2, et seq., the CONTRACTOR hereby specifically agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, neither the CONTRACTOR or any subcontractor shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. Neither the CONTRACTOR, subcontractor, nor any person on his or its behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status or sex;

C. There may be deducted from the amount payable to the CONTRACTOR by the CITY, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be cancelled or terminated by the CITY, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the CONTRACTOR from the CITY of any prior violation of this section of the contract.

ARTICLE XV - PREVAILING WAGES

If this Agreement is in excess of \$2,000.00 for any public work as the same is defined in the statute, CONTRACTOR agrees to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the

above-cited law. In the event it is found that any such workman employed by the CONTRACTOR or any subcontractor has been paid a rate of wages less than the prevailing wage, the CITY may enforce such remedies as are provided by said statute.

ARTICLE XVI - AFFIRMATIVE ACTION

During the performance of this contract, the contract 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 or sex. Except with respect to affectional or sexual orientation, 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, up-grading, 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 place 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;

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 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 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, Band 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 established in accordance with N.J.A.C. 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 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 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 immediately 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 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 goals:

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 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 until such time as the workforce is consistent with the employment goal;
5. If it is necessary to layoff 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 laid off by the contractor on 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 contractor or subcontractor:
 - (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 a 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, 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 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 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 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 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 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 (NJAC 17:27).

ARTICLE XVII: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR and the CITY do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the CITY pursuant to this Agreement,

the CONTRACTOR agrees to the performance shall be in the 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 Agreement, the CONTRACTOR shall defend the CITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the CITY and engineer, 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 CITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the CITY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the CITY or if the CITY incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The CITY 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 CITY or engineer or any of its agents, servants, and employees, the CITY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the CITY or its representatives.

It is expressly agreed and understood that any approval by the CITY or engineer of the services provided by the CONTRACTOR pursuant to this Agreement will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the CITY pursuant to this Paragraph.

It is further agreed and understood that the CITY and engineer assume no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under the Act.

ARTICLE XVIII: MANDATORY CONTRACT DISPUTE PROCEDURES

The CONTRACTOR agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A: 11-50, as described below.

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the CONTRACTOR and CITY agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The CONTRACTOR further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the CITY from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971,c.198(C:40A:II-I et seq.).

**ADDENDUM
CITY OF ORANGE TOWNSHIP
GENERAL TERMS AND CONDITIONS**

1. **Extent of Agreement** - This Agreement represents the entire and integrated Agreement between the City of Orange TOWNSHIP and the Contractor and supersedes all prior negotiations, representations or Agreements, either written or oral. This agreement may be amended only by written instrument signed by both the City of Orange TOWNSHIP and the Contractor.
2. **Termination of Contract for Cause** - If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the City of Orange TOWNSHIP shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City of Orange TOWNSHIP become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Orange TOWNSHIP for damages sustained by the City of Orange TOWNSHIP by virtue of any breach of Contract by the Contractor, and the City of Orange TOWNSHIP may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City of Orange TOWNSHIP from the Contractor is determined.

3. **Limited Warranty by Contractor** - The Contractor shall render services under this Agreement in accordance with generally accepted professional practices. The Contractor shall not, however, be responsible for delays caused by employees and/or agents of the City of Orange TOWNSHIP, nor shall the Contractor be responsible for acts or omissions of the City of Orange TOWNSHIP's employees and/or agents, provided that the Contractor gives timely notice to the City of Orange TOWNSHIP of any such events.
4. **Records, Access & Retention** - The City of Orange TOWNSHIP, or any duly authorized representatives of the State or Federal Government shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for three (3) years after the City of Orange TOWNSHIP makes final payment and all other pending matters are closed.
5. **Compliance with Local Laws** - The Contractor shall comply with all applicable laws, ordinances, and codes of the State and Local governments.
6. **Remedies** - Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Public Body and Contractor arising out of or relating to this Agreement or the breach of it will be decided by arbitration in accordance with the Rules and Procedures of the American Arbitration Association.
7. **Contractor further agrees to indemnify the City of Orange TOWNSHIP** against and hold it harmless against any and all claims for damages whether for personal injury or property damage as which may arise because of acts or omissions while rendering services for the CITY pursuant to this Agreement.

8. First Source:

The Contractor and/or Redeveloper during the construction of the project covenants that it makes reasonable efforts to comply with, and shall provide in its contracts with its contractors and subcontractors, the following:

- (1) When hiring workers in good faith it shall make a reasonable effort in each construction trade, or when engaging contractors, the contractor and/or redeveloper agrees to use its good faith efforts to employ Minority workers and City residents for a billable hours total of 35% of all construction jobs with the understanding that there may not be enough qualified workers to satisfy the 35% number.
- (2) Contractor and/or Redeveloper will undertake a program of local preference to facilitate entering into contracts with and/or purchasing goods and services from local merchants and businesses located within the City, including preferences for local retail and restaurant;
- (3) Where applicable, the Contractor and/or Redeveloper will at all times conform to the laws, regulations, policies of the state, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the project, notwithstanding any other provision of this construction agreement to the contrary.
- (4) Contractor and/or Redeveloper will use its good faith efforts to undertake a program of preference to facilitate entering into contracts with and/or purchasing goods and services from minority businesses, women businesses, and small businesses at a rate of 20% of billable hours.

**ADDENDUM
ADDITIONAL GENERAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CDBG PROJECTS**

The Contract governing this work is funded by monies received from Essex County under Title I of the Housing and Urban-Renewal Recovery Act of 1983 (P.L. 98-181). Under the said Act, The Davis-Bacon Act is applicable to the contracted work. Accordingly, the CONTRACTOR must abide by the provisions of the Federal Labor Standards, which are included as part of the conditions of the Contract.

Listed below are the terms, conditions, and provisions, which must be followed for projects, funded in whole or in part with Community Development Funds. A more complete explanation of each requirement is as follows:

1. LEAD BASE PAINT PROHIBITION:

The use of lead base paint on applicable surfaces of any residential structure undergoing construction or reconstruction through funds provided in whole or in part under Title I of the Housing and Community Development Act of 1974 is prohibited. The contractor shall conform to the provisions of 24 CFR 35 and the "Lead Base Paint Poisoning Prevention Act" 42 USC 4841 (3).

2. COMPLIANCE WITH AIR AND WATER ACT:

Contractors and sub grants of amounts in excess of \$100,000. shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act 33 USC 1251 et seq. as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

3. INTEREST OF MEMBERS OF CONGRESS:

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contractor or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

4. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:

No member, officer, or employee of the County, Municipality, or the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

5. ARCHITECTURAL BARRIERS ACT:

The design of any facility (building, outdoor recreation or restroom facility) must comply with the "American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped". (See 41 CFR 101 -19.603).

6. PROVISIONS FOR TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as

amended, 12 USC 1701U. Section 3 requires that to the greatest extent feasible opportunities for training and employment in given lower income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project

B. Parties to this contract will comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

7. TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Municipality shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the Municipality, become its property and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the contract by the contractor, and the Municipality may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the Municipality from the contractor is determined.

8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:

The Municipality may terminate this contract at any time by giving at least ten (10) days notice in writing from the Municipality to the contractor. If the contract is terminated by the Municipality, as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered

by this contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

9. CHANGES

The Municipality may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor, shall be incorporated in written amendments to this contract.

10. ASSIGNABILITY

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the Municipality thereto: Provided, however, that claims for money due or to become due to contractor from the Municipality under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such, assignment or transfer shall be furnished promptly to the Municipality.

11. REPORTS AND INFORMATION:

The contractor, at such times, and in such forms as Essex County, the Secretary of HUD and/or the Municipality may require, shall furnish Essex County, the Department of HUD and/or the Municipality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred, or to be incurred, in connection therewith, and any other matters covered by this contract.

12. RECORDS AND AUDITS:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Municipality, Essex County, or the Department of HUD to assure proper accounting for all project funds, both federal and nonfederal shares. These records will be made available for audit purposes to the Municipality, Essex County, or the Department of HUD, or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this contract unless permission to destroy them is granted by both the Municipality, Essex County and Department of HUD.

13. COPYRIGHT

No report, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor.

14. PATENT RIGHTS

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractor or its employees, in the course of or under this contract or any subcontract, the contractor shall give prompt notice thereof to Essex County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data,

patent rights, and findings in connection therewith which arose or were developed in the hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

15. COMPLIANCE WITH LOCAL LAWS:

The contractor shall comply with all applicable laws, ordinance, and codes of the State and Local Governments.

16. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Municipality and its agents and employees from against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Municipality or any of its agents or employees by any employee of the contractor, any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

17. EQUAL EMPLOYMENT OPPORTUNITY:

A. This clause applies to contracts not exceeding \$10,000:

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause, The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract A breach of this provision may be grounds for contract termination.

B. This Clause applies to contracts in excess of \$10,000:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

2. The Contract 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 race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders, of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations; and orders of the Secretary of Labor or pursuant thereto, and will permit access to his/her books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law .

7. The contractor will include the statement preceding subparagraph 1 and the provision of subparagraph 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. A breach of Paragraph 1, 3, 4,5,6; and 7 may be grounds for termination of the contract and for debarment as provided in 20 CFR 5.6.

18. PERFORMANCE BOND

The contractor shall post a Performance Bond for 100% of the contract price.

19. PAYMENT BOND

The contractor shall post a payment bond for 100% of the contract price to assure payment of, all persons supplying labor and materials in the execution of work provided for in the contract.

20. BID GUARANTEE

The contractor shall post a bid guarantee bond for 10% of the bid price as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

21. MAINTENANCE BOND

Upon completion of projects the municipality involved will certify as to the acceptance of the job and will produce a maintenance bond prior to or at the time the final payment is requested. A percentage of the contract is usually held until the completion of the job. This is the retainage, which consists of

the final payment request. If a maintenance bond is not secured by Contractor then the retainage will be held in lieu of maintenance bond, for a period of 1 year. The entire project file is reviewed prior to payment of final voucher assure compliance has been met with all Federal Labor Standards Provisions and the M & C procedures as set forth by this office. If items are missing, the contractor should be given written notice and a copy sent to the municipal contact person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by it's duly authorized officers, the day and year first above written.

ATTEST: CITY OF ORANGE TOWNSHIP

By: _____
DWAYNE D. WARREN, MAYOR

, Municipal Clerk

ATTEST:

WITNESS (Signature)

CONTRACTOR (Signature)

NAME/TITLE (Print)

NAME/TITLE (Print)

Approved as to Form and Sufficiency

, CITY ATTORNEY

**ACKNOWLEDGMENT BY CONTRACTOR,
IF A CORPORATION**

State of New Jersey

County of _____

BE IT REMEMBERED THAT on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of New Jersey, personally appeared who, being duly sworn, on his oath, says that he is the Secretary of the Contractor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that said seal was so affixed and that Instrument was signed and delivered by who was at the date thereof the President of said corporation, in the presence of the deponent, and the said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors; and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed to before me,

at _____, the date aforesaid

Secretary

A Notary Public of New Jersey
(Notarial Seal)

**ACKNOWLEDGMENT BY CONTRACTOR
IF AN INDIVIDUAL OR DOING
BUSINESS UNDER TRADE NAME**

State of New Jersey

County of

BE IT REMEMBERED THAT on this _____ day of _____, 20__ before me, the subscriber, a Notary Public of New Jersey personally appeared _____ who, I am satisfied is the Contractor named in the foregoing instrument to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Notary Public of New Jersey
(Notaries Seal)

STATE OF NEW JERSEY

COUNTY OF ESSEX

BE IT REMEMBERED THAT on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Madeline Smith, who, being by me duly sworn, doth depose and make proof to my satisfaction that he is the Municipal Clerk and well knows the corporate seal of the City of Orange TOWNSHIP, in the County of Essex and State of New Jersey, the municipal corporation in the foregoing Agreement, that the seal hereto affixed is the proper corporate seal of such municipal corporation, that the same was so affixed thereto and the said Agreement signed and delivered by Dwayne D. Warren, Esq. who was at the date and execution thereof the Mayor of said municipal corporation, in the presence of said deponent as the voluntary act and deed of said municipal corporation, and the said deponent thereupon signed the same as the attesting witness.

,MUNICIPAL CLERK

Sworn and subscribed to
before me in the City of Orange TOWNSHIP, the
date aforesaid

(A Notary Public of N.J.)

NOTE: The foregoing Agreement is not to be executed on behalf of the CITY unless the following certification is made by the CITY Attorney.

CERTIFICATE OF CITY ATTORNEY

The undersigned, CITY Attorney of the City of Orange TOWNSHIP in the County of Essex, New Jersey, does hereby certify as follows: I have examined the foregoing Agreement, Performance Bond, and the original insurance policies and endorsements thereto; and I am of the opinion that the said agreements are in proper form and constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

CITY ATTORNEY, ESQ.

Dated: _____

END OF AGREEMENT