

**BOROUGH OF MILLTOWN
MIDDLESEX COUNTY, NEW JERSEY**

**Contract Documents
and Specifications for the**

“IMPROVEMENTS TO TRACEY DRIVE”

MAY 2020

TRINA MEHR, MAYOR

BOROUGH COUNCIL

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MICHAEL J. MCCLELLAND, PE.....	BOROUGH ENGINEER
JOHN ECKERT.....	DIRECTOR OF UTILITIES
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CONSULTING AND MUNICIPAL ENGINEERS



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Notice to Bidders

Generally

N.J.S.A. 40A:11-23

Competitive Contracting Solid Waste

N.J.S.A. 40A:11-4.5a

N.J.S.A. 40A:11-23a

BOROUGH OF MILLTOWN NOTICE TO BIDDERS

Notice is hereby given that separate sealed bids will be received by the Borough Council of the Borough of Milltown, Middlesex County, New Jersey for the **IMPROVEMENTS TO TRACEY DRIVE** as more particularly described in the Bid Specifications and Bid Proposal Forms. Due to the current situation, the Borough is closed to the public, but is still accepting mail deliveries through USPS, UPS and FedEx. All submissions must be submitted through a mail carrier, Drop-Offs will not be accepted. All bids shall be mailed in to the Borough Clerk, 39 Washington Ave. Milltown, NJ 08850. The Municipal Building in Milltown is closed to the Public until further notice. As such, the opening of the RFPs will be broadcast. A link to the broadcast will be available on the Borough website at <https://milltownnj.org/269/Bids-and-Requests-for-Proposals> Bids will be opened on Wednesday July 1, 2020 at 2:00 pm. No bids will be received after the specified time and date.

Specifications and Proposal Sheets may be viewed and obtained by download on the Borough website at <https://www.milltownnj.org/FormCenter/Clerks-Office-Forms-5> until 48 hours prior to the time set for the opening of bids. Paper copies of the bid documents will not be provided.

Bids must be made on the standard proposal form(s) in the manner designated therein and required by the Specifications and must be enclosed in a sealed envelope bearing the name and address of the bidder and clearly labeled "**BID for IMPROVEMENTS TO TRACEY DRIVE**" on the outside of the envelope. Please include one original and one digital copy of the bid. All envelopes shall be addressed to the Borough Clerk of the Borough of Milltown. Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of 10% (ten percent) of the amount of the bid and must be accompanied by a Certificate of Surety and a copy of a valid Business Registration Certificate. Electronic versions CANNOT be e-mailed to the Municipal Clerk.

The Borough Council of the Borough of Milltown reserves the right to waive any informality in bidding and the right to reject any or all bids if deemed to be in the best interest of the Borough to do so, and reserves the right to hold the bids and proposal guarantees of the 3 (three) lowest regular bidders for 60 (sixty) days before making an award of contract and each bidder agrees that he will not withdraw the bid for that period of time.

Bidder is required to comply with all applicable Laws and Regulations including P.L. 1975, C.127 (Affirmative Action), P.L. 1999, C.238 (Public Works Contractor Registration) and P.L. 1963, C. 150 (Prevailing Wages), if applicable.

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. Bidder is advised of the responsibility to comply with the provisions of N.J.S.A. 19:44a-PMI00628.01

20.13. Bidder is required to submit with its bid a valid Business Registration Certificate issued by the State of New Jersey. (N.J.S.A. 52:32-44)

Gabriella Siboni, RMC
Municipal Clerk

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SECTION B. INSTRUCTION TO BIDDERS

PART 1 - PRELIMINARY MATTERS

B 1.1 DESCRIPTION OF THE WORK

The Owner proposes the construction of improvements and all appurtenant work necessary at locations detailed on the Contract Plans.

B 1.2 ORGANIZATION OF THE SPECIFICATIONS

ARRANGEMENT- The specifications consist of five major parts, the Instructions to Bidders, the General Conditions, Supplementary Conditions, Division 1 - General Requirements, and the Specifications - Sections 150 through 1011, as applicable of the N.J. Department of Transportation Specifications for Road and Bridge Construction of 2019 in CME Associates' format, including all amendments and addenda thereto. In addition there will be found the Proposal, Itemized Proposal, the Consent of Surety, forms of Bonds, Contract Agreement, and Contract Drawings. Pages are numbered consecutively. Bidders shall verify completeness of Contract Documents and shall immediately notify the Engineer of any missing pages or plan sheets.

CONFLICTS - In case of conflicts between either the Instructions for Bidders, Supplementary Conditions, Division 1-General Requirements, or the Specifications, and the General Conditions, the former four shall always govern.

In case of conflicts between statements in the specifications which are found in parts thereof having the same apparent merit, then the problem will be resolved by considering the Contract and its intent as a whole, and not by merely giving preference to one specific part.

In all cases of conflict the Engineer shall be sole judge and shall give the final decision.

B 1.3 SPECIAL ITEMS OF INTEREST TO BIDDERS

The following outline of special items of interest is listed below with reference to the complete specifications:

B 1.3.1 BID SECURITY

TYPE: Certified Check, Cashier's Check, or Bid Bond from an acceptable Surety.

AMOUNT: See Article B 2.7.

B 1.3.2 CONSENT OF SURETY IS AN ABSOLUTE REQUIREMENT and must be included with the Bid. See B 2.8.

B 1.3.3 QUALIFICATION OF BIDDERS AN ABSOLUTE REQUIREMENT. All Bidders must complete the qualification questionnaire included with the Proposal and submit same with his bid. See Article B 2.9 for Bidder's Qualifications Requirements

B 1.3.4 EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION) acceptable to the State Treasurer in accordance with State Statute - P.L. 1975, c.127 is and absolute requirement and is included in the Contract Agreement provisions.

B 1.3.5 NON-COLLUSION AFFIDAVIT IS AN ABSOLUTE REQUIREMENT, and must be completed and accompany the Bid.

B 1.3.6 SECURITY FOR FAITHFUL PERFORMANCE incident to the work of the Contract - amount not less than 100% of the accepted bid price as awarded.

B 1.3.7 SECURITY FOR PAYMENT OF ALL LABOR, MATERIAL AND EQUIPMENT - IF REQUIRED BY THE TERMS OF THE PROPOSAL incident to the work of the contract - amount not less than 100% of the accepted bid price as awarded.

B 1.3.8 STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM must be completed and submitted prior to or with the Bid Proposal, as an absolute requirement per New Jersey P.L. 1977, c.33.

B 1.3.9 RESOLUTION OF AUTHORIZATION if Bidder is a corporation, or partnership, must be completed and accompany the Bid Proposal.

B 1.4 INSURANCE

Amounts of Insurance required shall be as enumerated in the Supplementary Conditions Article G 5.3. Certificates will be required to document the following:

B 1.4.1 Workmen's Compensation

B 1.4.2 Comprehensive General Liability

B 1.4.3 Auto and/or Truck Liability

B 1.4.4.1 Owner's Protective Policy - if required by the Proposal, original policy required:

B 1.4.4.2 Co-Insured - if the Owner's Protective Policy is not required in the proposal, the Owner and Engineer are to be named as co-insured principals on the contractors comprehensive general Liability and automotive liability policies.

B 1.5 TIME OF COMPLETION:

Number of calendar or working days from date of notice to proceed stipulated in the proposal.

B 1.6 LIQUIDATED DAMAGES:

Amount/Calendar day stipulated in the proposal and contract agreement.

B 1.7 PROGRESS AND FINAL PAYMENTS

Review carefully the provisions of General Conditions F 14 and related articles.

B 1.8 DISPUTED WORK

Note carefully the required procedure as to filing of any claims, Article F9.11 and G9.11.1.

B 1.9 MINIMUM WAGE RATES

Not less than prevailing rates promulgated by New Jersey Department of Labor and Industry, and, if project partially or totally financed with Federal Funds, prevailing Federal Wage Rates, which ever is greater.

B 1.10 VERBAL STATEMENTS NOT BINDING

The written terms and provisions of these documents supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be constructed as entering into or forming a part of, or altering in any way whatsoever, the written agreement.

B 1.11 LAYOUT SURVEY WORK BY CONTRACTOR

These specifications provide for the furnishing of Primary Reference Points by the Owner. Horizontal and/or Vertical Control reference points are to be protected and maintained. Replacement of disturbed or destroyed reference points shall be by the Owner at the Contractor's expense.

Construction layout controls shall be established from the primary reference points, set by the Owner, by the Contractor's Surveyor as a cost included in the respective bid prices.

B 1.12 WATER AND/OR POWER SUPPLY

Note carefully the project site(s) conditions and provisions of the specifications with regard to supply of potable water and/or power to the site(s).

B 1.13 PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE PROPOSAL,

Pre-Construction, Progress, and Final Construction Photographs are required and the cost of same considered included in the respective bid prices.

B 1.14 JOB PROCEDURES

Note particularly the required Job Procedures.

B 1.15 MOBILIZATION TO SEVERAL WORK SITES

The work of this Contract may incorporate improvements at separate locations throughout the Municipality. All mobilization and demobilization costs, including the moving of men, materials and equipment from one improvement site to another improvement site, are considered included in the respective bid prices and no separate payment will be made for same.

B 1.16 NO PAYMENT FOR "DOWNTIME"

If in the course of the work of this project, significant "Changed Conditions" are encountered to the extent work must be temporarily halted, particularly due to unanticipated conflict with existing utilities, no payment will be considered for idle time of men or equipment. In such instance, if same should occur, the affected work element shall be halted and the Engineer, and affected utility, immediately notified. The Engineer shall have a reasonable time to inspect the site and determine the required course of action. It is the contractor's responsibility to coordinate all utility relocation work with the affected utility company, the Owner, and the Engineer. Accordingly, the utility company shall have reasonable time to relocate an affected utility line. In such a situation, the Contractor shall be entitled to an appropriate extension of time and possibly additional compensation for additional work, if any. In all cases, the Engineer shall determine if there is a "Changed Condition" and his decision shall be binding upon the Contractor and the Owner.

SECTION B. INSTRUCTION TO BIDDERS

PART 2 - PREPARATION OF BID PROPOSALS

B 2.1 DOCUMENTS INTACT

Bids shall be prepared using the proposal sheets in Section C of these Contract Documents. THE PROPOSAL SHALL NOT BE REMOVED FROM THE BOOK AND PRESENTED BY ITSELF. These contract documents together with the Consent of Surety and the bid security shall be delivered in a sealed envelope bearing the title of the work, the Contract number and the name of the bidder at or before the time specified for receipt of bids.

B 2.2 BIDDERS RESPONSIBILITY

Before submitting his Bid, each bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with the local conditions that may in any manner affect performance of the Work, (c) review the information relied upon by the Engineer in preparing the Drawings and Specifications and/or obtain any additional information deemed necessary to determine his bid price(s) for performance of the work, (d) familiarize himself with laws, and regulations affecting performance of the Work; and (e) carefully correlate his observations with the requirements of the Contract Documents.

B 2.2.1 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents.

B 2.2.2 SITE EXAMINATION

Before submitting a proposal, bidders shall carefully examine the site, and fully inform themselves as to all existing conditions and limitations. Bidders shall make all necessary investigations to determine the various means of approach and access to the site, to determine the facilities and means for delivery, placing, and operating the necessary construction equipment and for delivering and handling materials at the site, and to inform themselves thoroughly as to all difficulties involved in the completion of all work under this contract in accordance with its requirements.

B 2.2.3 REFERENCE MATERIALS AND INVESTIGATIONS

Reference is made to the General Requirements (Division 1) of the Specifications for the identification of those surveys and investigations reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any bidder requesting them. Before submitting his proposal each bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

B 2.2.4 FAMILIARITY WITH LAWS

Before submitting his proposal, each bidder shall fully familiarize himself with any and all Federal and State Laws and/or local Municipal Ordinances and Regulations affecting the performance of the Work and necessary to determine his bid price(s).

B 2.2.5 NO PLEA OF IGNORANCE

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

Each bid submitted shall implicitly represent on the part of the bidder that he is the only person or persons interested in said bid; that it is made without any connection with any person submitting another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Owner, or any person in the employ of the said Owner is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

B 2.2.6 FEDERAL TAX AND STATE SALES TAX

The bidder is advised that no Federal Excise Taxes, State or local sales taxes shall be included in any bid prices or invoices. Exemption Certificates will be furnished upon request by the Owner.

B 2.3 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Drawings, Specifications or other Contract Documents made to any bidder orally are binding in any way. Every request for such interpretation should be in writing, addressed to the Engineer, at the address included in the advertisement and to be given consideration should be received no later than three days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be furnished to all perspective bidders (at the respective addresses furnished for such purposes) not later than seven business days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

B 2.4 QUANTITIES APPROXIMATE

The Engineer's Estimate of quantities contained in the proposal is approximate only and bids must be submitted upon the following express conditions, which shall apply to and become a part of every bid received. Bidders must satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the accuracy of the estimate and shall not at any time after submission of their bids, dispute such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done.

B 2.5 PROPOSAL FORMS

Proposal Forms must be completed legibly in ink or by typewriter. The Bid Price of each item on the form must be stated in words (when and if required on the proposal form(s)) and numerals. In case of a conflict, words will take precedence over numbers, and unit prices shall take precedence over total price extensions, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the Total Bid or Alternate Bid price.

Any bid which fails to name a price written both in words (when and if required on the proposal form(s)) and figures, per unit of measurement, for each of the items for which quantities are given may be held to be irregular and may be rejected. All blank spaces in said proposal must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Proposals that contain any omissions, alterations, additions or items not called for in the itemized proposal, or that are unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as irregular.

All names must be typed or legibly printed in ink below the signature(s).

B 2.5.1 CORPORATIONS

Proposals submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer) and accompanied by evidence of authority of the individual to sign and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation should be shown.

B 2.5.2 PARTNERSHIPS

Proposals submitted by partnerships must be executed in the partnership name and signed by a partner, his name and title must appear under his signature and the official address of the partnership must be shown below the signature.

B 2.6 RECEIPT OF ADDENDA ACKNOWLEDGED

The proposal shall contain an acknowledgment of receipt of any and all Addenda (the numbers of which shall be filled in on the Proposal Form and noted on the outside of the bid envelope).

B 2.7 BID SECURITY

Each proposal shall be accompanied by a bid security or proposal guarantee in the form of a certified check, cashier's check or surety bid bond of the bidders, payable to the Owner. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named, if applicable,

in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The Bid Security of the successful bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned.

Proposal guarantees in the form of certified or cashier's checks will be returned to all except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract and furnished the required bonds and certificates of insurance. If no contract has been executed within one hundred twenty (120) days after the opening of bids, the amount of his proposal guarantee will be returned upon the demand of any bidder, provided that he has not been notified of the acceptance of his bid.

Anytime after the opening of bids, the second or third apparent low bidder may file a bond with the Owner in the form prescribed by the Owner's Attorney and in an amount equal at least to the amount of his original certified or cashier's check. This bond shall have sufficient and proper sureties, shall be subject to the approval of the Owner, and shall state that if the concerned bidder is awarded the contract, he will execute the required contract and will furnish such bonds and certificates or policies of insurance as are required under the terms of the contract documents. After receipt, approval, and acceptance of the properly executed bond, the Owner will then return to the concerned Bidder his original certified check or cashier's check.

In the event the successful bidder fails or refuses to execute and deliver the contract and required bonds and policies or certificates of insurance within fifteen days after he has received notice of the acceptance of his bid, the Owner may direct that the bid security deposited by such bidder be forfeited as liquidated damages for such failure or refusal, and may annul the initial Notice of Award, and thereafter award to the next apparent lowest bidder, or otherwise dispose of the Contract as permitted by law and best serving the Owner's interest.

B 2.8 CONSENT OF SURETY

A Consent of Surety in the form included in these specifications must be signed and witnessed. This Consent of Surety must be a separate legal instrument. Each proposal must be accompanied by a "Consent of Surety" from a surety company qualified to act as surety in the State of New Jersey, agreeing in the event of the award of the Contract to the bidder, to furnish a Performance Bond of a face value of not less than 100% of the amount of the bid.

In addition, and if required by the terms of the Proposal and Agreement, said "Consent of Surety" shall also agree to provide a labor and material payment bond in an amount not less than 100% of the total amount bid, and in a form acceptable to the Owner's Attorney.

B 2.9 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted or the investigation of such bidder fails to satisfy the Owner that such a bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the allotted Contract Time.

To demonstrate his qualifications for the project the bidder is required to furnish, among other items, the following information with his bid:

- a. A detailed list of the plant and equipment which the bidder proposes to use, indicating which portions he already possesses, and, if requested in the Proposal, a detailed description of the method and program of work he proposes to follow. The information contained in these papers is for the guidance of the Owner in awarding the Contract.
- b. If the bidder is a corporation, a statement of the names and residences of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of New Jersey. If a partnership, a statement of the names and residences of its members indicating, which are general and which are special partners. If an individual, a statement of his residence.
- c. A sworn statement giving a detailed list of contract work of the nature specified that he has been engaged upon in the past ten years with information as to location, exact nature and extent of the work, cost of the projects, under whose jurisdiction the work was performed and references with whom to correspond.
- d. If requested in the Proposal, furnish a list of technically experienced employees in the various branches of the work bid upon, with a brief summary of their experience and qualifications and also the name of the proposed field superintendent.

- e. If requested in the Proposal, furnish a certified financial statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission. All information will be used merely for the purpose of determining the qualifications of a low bidder.

B 2.10 NON COLLUSION AFFIDAVIT

All bidders must execute the Non-Collusion Affidavit and furnish same with their bid proposal on the form provided.

B 2.11 DISQUALIFICATION UPON REFUSAL TO WAIVE IMMUNITY

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or any public department agency, or official of the State, or of any political subdivision thereof, or of a public authority, to sign an waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, may be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the Owner, or any public department or official thereof, for goods, work or service, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- b. any and all contracts made with the Owner of any public department, agency or official thereof, since July 1, 1959 by such person and any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the Owner, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

B 2.12 AFFIRMATIVE ACTION - EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 1. Unless this Contract is subject to a Federally approved or sanctioned affirmative action program, the successful bidder shall, no later than three (3) days after signing the Contract, submit to the Public Agency Compliance Officer and the Affirmative Action Office in the New Jersey Department of the Treasury an initial project manning table consisting of forms provided by the Affirmative Action Office and completed by the successful bidder in accordance with N.J.A.C. 17:27-7.

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 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 placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

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, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal 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 lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers 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).

B 2.13 CORPORATE STOCKHOLDER/PARTNERSHIP DISCLOSURE

All bidders who are corporations or partnerships must conform to the State of New Jersey P.L. 1977, c.33. Such bidders must execute the "Stockholder or Partnership Disclosure" form included in the Proposal and submit same with their bid.

B 2.14 CORPORATE RESOLUTION

All bidders who are corporations must execute the Corporate resolution included in the Proposal, or the equivalent, identifying and providing authority for the individual signing the Proposal to submit the bid on behalf of the Corporation and, if awarded the Contract, to execute the Contract Agreement on behalf of said corporation.

B 2.15 SUBCONTRACT WORK

If the bidder intends to subcontract any portion of the work of the project to any subcontractor, he shall first satisfy himself that any proposed subcontractor is competent to perform such work and not barred from public contract work pursuant to State of New Jersey N.J.S.A.34:11-56.37 and N.J.S.A.34:11-56.38.

In his bid proposal, when a form is provided, the bidder shall indicate the item (or items) he intends to subcontract and the aggregate value of any and all intended subcontract work, which aggregate value shall be less than 50% of the Total Price Bid. If awarded the Contract, subcontractors, if any, shall be subject to the approval of the Owner and shall be bound to the contractor by all applicable provisions of the contract documents as provided in Section G - Supplementary Conditions. In projects involving building construction as required by the N.J. Local Public Contracts Law C. 40A:11-16, the bidder shall set forth in the bid the name or names of all subcontractors required on the project on the form provided, including the percentage of the total project anticipated to be performed by each.

B 2.16 SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place indicated in the Advertisement and Notice to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

If addenda have been issued by the Owner prior to the time for opening of bids, bidder shall clearly and acknowledge receipt of any addenda in the appropriate place provided in the Proposal.

B 2.17 MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO OPENING

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

SECTION B. INSTRUCTION TO BIDDERS

PART 3 - OPENING OF BIDS, COMPARISON,
AWARD AND EXECUTION OF CONTRACT

B 3.1 OPENING OF BIDS

Bids will be publicly opened and read aloud at the local prevailing time and place identified in the Advertisement and Notice to Bidders, or at such postponed local prevailing time and place identified in any formal addenda issued by the Owner prior to the time set for such opening.

B 3.2 BIDS TO REMAIN OPEN - NO WITHDRAWAL PERIOD

Unless rejected, all bids shall remain open until the Contract is awarded, or for 60 calendar days, whichever is less; and for an additional 60 calendar days or three (3) days after full execution and submission of the Contract Agreement, Performance Guarantee Bond, Labor and Material Payment Bond if required, and required insurance certificates and/or policies by the successful bidder, whichever is less. The Owner may, at his sole discretion, release any bid and return the bid security of a bidder prior to the date hereinabove established.

B 3.3 EVALUATION AND COMPARISON OF PROPOSALS

Proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item multiplied by the corresponding unit prices, and including any lump sum prices or allowances on individual items, in accordance with the estimate of quantities set forth in the proposal form, and including the correction of any conflicts or discrepancies as provided in Article B 2.5.

In evaluating bids, Owner shall consider the qualifications of the bidders, whether or not the Proposals comply with the prescribed requirements, and alternates and supplemental unit prices if requested in the bid forms. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

After the opening of bids, and prior to award of the Contract, or rejection of all bids, the Owner may request, and the apparent low bidder shall provide, such information as Owner deems necessary regarding the identity, qualifications and current work commitments of proposed subcontractor(s) and/or proposed suppliers of principal materials or items of

equipment which may have significant bearing upon the bidder's qualifications to complete the project work in full accordance with the terms and conditions of the Contract Documents and within the allotted Contract Time.

B 3.4 BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsible bidder, as determined by the Owner and by the terms and conditions of the Contract Documents.

The determination of the low bid shall be made based on the total base bid. Where deletion items are necessary to reduce the contract price to be within the project budget, the low bid shall be the total base bid and the least amount of deletion items in the order specified necessary to stay within the project budget.

The right is also reserved to increase or decrease the quantities specified in the manner designated in the specifications, and to award any or all of the items specified and listed in the Proposal.

B 3.5 REJECTION OF BIDS

Any or all proposals may be rejected (a) if competition has obviously been suppressed; (b) if the prices are obviously unbalanced; (c) if received from bidders who have previously performed work of a like nature in an unsatisfactory manner; (d) if the bid exceeds the owner's cost estimate and/or budget; (e) the governing body abandons the project; (f) a substantial revision to the specification is to be made; and/or (g) if it is deemed advisable to do so in the best interest of the Owner. The Owner expressly reserves the right to reject any and all bids and to re-advertise for new bids, or abandon the project as may best serve Owner's interest.

B 3.6 INFORMALITIES AND/OR IRREGULARITIES

The Owner may consider informal, or irregular, any bid not prepared and submitted in accordance with the provisions stipulated. The Owner reserves the right to waive any informalities in the bids, and the right to disregard any and all non-conforming or conditional bids or counter proposals.

B 3.7 AWARD OF CONTRACT

If the Contract is awarded, after comparison of the amounts of the various bids and evaluation of the experience competence, responsibility

and availability of the bidders, it will be awarded to the lowest responsible bidder whose evaluation by the Owner indicates acceptance of said bid will best serve Owner's interest, and formalized by public resolution of the Owner within 60 calendar days of the date of receipt of bids.

Bidders are advised that where separate contracts are bid, each project will be awarded to the lowest bidder for each separate contract, which low bid shall be determined in accordance with the above.

B 3.8 NOTICE OF AWARD

After formal action by the Owner to award the Contract, the Engineer will furnish the successful bidder with six (6) sets of the Contract Documents and an official "Notice of Award" for timely execution of the Contract Agreement by said successful bidder (all six copies) and return of same, together with required original bonds and insurance policies and/or certificates within 10 calendar days of said notice, ready for endorsement by appropriate officials of the Owner and review by Owner's Attorney.

B 3.9 CONSTRUCTION DRAWINGS ISSUED BY OWNER

After the award and prior to signing of the contract, the Owner will furnish the successful bidder with a complete set of drawings designated "For Construction". These drawings will incorporate revisions made by addendum during the bidding period, dimensional changes and any other changes and additions needed to clarify or correct the drawings used for bidding purposes. The successful bidder shall review these revised drawings and if he takes exception to any of the changes made, he shall notify the Owner in writing accordingly prior to the signing of the contract.

B 3.10 FORM OF CONTRACT AND BOND(S)

The form of Contract Agreement and bond(s) to be used in connection with the contract and to become a part of the Contract Documents may be found in Section E of these Contract Documents.

At the time of the execution of the contract, the bidder to whom the contract has been awarded shall furnish and deliver a properly executed Performance Bond in an amount at least equal to 100% of the total price of the Contract as awarded and as security for faithful performance of the contract. The surety on the bond must be a corporate surety and must meet the requirements stated under "Bid Security" - Article B 2.7.

If required by the terms of the Proposal, the successful bidder shall also furnish a "Labor and Material Payment Bond" in the form included in Section E, in an amount not less than 100% of the total price of the Contract as awarded by the Owner, and issued by an acceptable surety meeting the requirements of Article B 2.7 "Bid Security".

B 3.11 INSURANCE

Insurance policies and/or certificates of insurance providing not less than the required types and amounts of coverage as required by the Supplementary Conditions - Section G of the Contract Documents, and issued by an acceptable insurance company licensed to provide such insurance in the State of New Jersey, shall be furnished with the aforementioned Contract Documents, including fully executed Contract Agreement, and required bond(s), and within the time stipulated in the "Notice of Award".

All such certificates or policies of insurance must provide for not less than 30 days advance notice to the Owner and Engineer of any pending termination of the coverage provided.

B 3.12 NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

Fees, if any, required to be paid and paid as required by the Advertisement and Notice to Bidders for copies of the Contract Documents are non-refundable and will not be returned under any circumstances.

The Owner and Engineer in making copies of the Contract Documents available to prospective bidders do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

B 3.13 CLASSIFICATION OF BIDDERS AS REQUISITE TO BIDDING - BOARD OF EDUCATION PROJECTS ONLY

All bidders proposing to submit bids for projects to be performed for a Board of Education, the entire cost whereof will exceed \$20,000.00 shall first be classified in accordance with Chapter 18A:18A-27 Article 6 of the Public Schools Contracts Law. "Notice of Classification" to perform work on Department of Education projects should be attached to the bid.

B 3.14 COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Effective April 11, 2000, all bidders proposing to submit bids for "Public Works" must comply to the provisions of "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT" (P.L. 1999, C.238; N.J.S.A. 34:11-56.48 et seq.) and the rules promulgated thereunder, as amended.

It is important to note that, although not required to register, contractors who perform covered work on public projects not included in this definition of "public works" must still comply with the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) as regards the payment of prevailing wage rates and the keeping/submitting of certified payroll records.

B 3.15 BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

A Business Registration Certificate serves two purposes:

- **For public contracting, as proof of valid business registration with the New Jersey Division of Revenue.** All contractors and subcontractors must provide this documentation when seeking to do business with the State of New Jersey, and other public agencies in this state. Proof of registration is also required for licensure with the Casino Control Commission.
- **To comply with Chapter 85, P.L. 2006, defined under N.J.S.A. 54A:7-1.2.** You must use the Business Registration Certificate if you are an unincorporated construction contractor performing work in NJ or you are a registered unincorporated contractor requesting proof of certification.

If you are a registered vendor but have not received the Business Registration Certificate in the mail, you may obtain a certificate online. Please note that this certificate is not required by all businesses in New Jersey, but only those doing business with the public sector and with the casino service industry.

You may check the online registration inquiry to determine if the business is already registered. If you have not registered but are required to have this certificate, you will need to complete Form NJ-REG. Representatives of the Division's Client Registration activity are available to assist in the registration process by calling 609.292.9292.

Filing Form NJ-REG

In most cases, you may submit Form NJ-REG online. Exceptions and additional requirements include:

- Any business including an out-of-state business with a presence or nexus in New Jersey, operating as a **corporation, limited partnership, limited liability company or limited liability partnership** must first obtain legal authority to operate in this State prior to submitting Form NJ-REG. Generally, this is accomplished by filing a Certificate

of Incorporation or Formation with the Division. You may wish to review information concerning getting registered to assist with this process.

- **Out-of-state businesses** that believe they do not have state tax nexus will file a paper form NJ-REG in order to obtain a Business Registration Certificate. Business entities that file form NJ-REG only will be subject to a nexus review, initiated and conducted by the Division of Taxation.
- **Individuals or Unincorporated Construction Contractors** with no business tax or employer obligations may register using Form Reg-A instead of Form NJ-REG in order to obtain the Business Registration Certificate. Individuals who have created and are operating as a business entity (e.g. LLC) may not use Form REG-A.
- **Non-profit organizations** although required to register for tax purposes are not subject to the proof of registration requirement when contracting with public agencies in this state.

Public Contracts

When seeking a public contract, an affirmative action report (Form AA-302) will also be required. The Certificate of Registration may not be used as evidence of compliance with the affirmative action requirements and submitted in lieu of Form AA-302. Both forms will be required. The Division of Contract Compliance and Equal Employment Opportunity in Public Contracts provides guidelines for awarded public contracts. In addition, answers to frequently asked questions are provided by the Division of Local Government. While designed for local government contracting, the FAQ page contains guidance that it is applicable to most New Jersey government procurement activities.

- Registering for Tax Purposes
- Instructions for Contracting with Local Government, Colleges and Universities, County Colleges and Boards of Education
- Guidelines and Regulations for Awarded Public Contracts
- Affirmative Action Employee Information Report (Form AA-302)
- Local Finance Notices for Registering and Obtaining Proof of Registration

Information taken from State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

B 3.16 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Effective July 30, 2012, and pursuant to PL2012 c25 (C52:32-55) all business organizations (including contractors and subcontractors) that do business with a local contracting agency are required to disclose if the bidder is providing goods or services and/or extending credit to another person or entity to provide goods or services in the energy sector of Iran.

B 3.17 DISCLOSURE OF CONTRIBUTIONS TO ELEC

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

SECTION BB SUPPLEMENTARY
INSTRUCTIONS TO BIDDERS

BB.1 AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A:11-1 et seq.

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

BB.2 WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259), or by accessing the Department of Labor's website at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25 et seq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

BB.3 GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Materials Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

Materials or assemblies as specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and, if found not to be in conformity with the contract requirements, will be subject to rejection whether in place or not. The contractor shall require the manufacturer or supplier to furnish three copies of certificates of compliance with each delivery of materials, components and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer, one copy shall be furnished to the District Office Bureau of Local Aid (if the project has received funding through the "1984 Trust Fund Authority Act") and one copy shall be retained by the Contractor.

Certificates of compliance shall contain the following information:

1. Project and location to which the material is consigned.
2. Name of the contractor to which the material is supplied.
3. Kind of material supplied.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label marking, seal number, etc.
6. Date and method of shipment.
7. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
8. Signature of a person having legal authority to bind the supplier.
9. Signature attested to by a notary public or other properly authorized person.

Payments relative to materials specified to be accepted on the basis of certificates of compliance shall not be made until the Engineer has in his possession an acceptable certificate of compliance.

FOREIGN MATERIALS

The attention of the contractor is directed to all existing federal and State statutes and regulations which prohibit on any public work the use, by the contractor or subcontractor, of materials produced or manufactured outside the United States of America. Exceptions to this prohibition, upon the findings of the engineer, are allowed only where its enforcement would be inconsistent with the public interest or where the material is not produced or manufactured in the United States in commercial quantities and of a sufficient quality.

If the engineer finds that in the performance of the contract there has been a failure to comply with the provisions relative to foreign materials, he shall make public his findings and no other contract for the construction of any public work by this contracting agent shall be awarded to such contractor, or to any partnership, association or corporation with which such contractor is associated or affiliated, within a period of three years after such finding is made public.

Where the use of foreign material is allowed, such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the engineer, where they shall be retained until examination can be completed.
2. The contractor shall arrange, at his expense, any testing which the engineer feel necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a certificate of compliance. In addition, certified mill test reports shall be attached to the certificate of compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:
 - A. Project to which the material is consigned.
 - B. Name of the contractor to which the material is supplied.
 - C. Kind of material supplied.
 - D. Quantity of material represented by the certificate.
 - E. Means of identifying the consignment, such as label marking, seal number, etc.
 - F. Date and method of shipment.
 - G. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
 - H. Signature of a person having legal authority to bind the supplier.
 - I. Signature attested to by a notary public or other properly authorized person.

On projects utilizing federal funds, the contractor's particular attention is directed to the federal statutes and regulations which establish the "Buy American" requirements applicable to the project. The contractor must comply with these requirements in addition to those provided under applicable state law.

BIDDERS PROPOSAL

PROJECT IDENTIFICATION:

IMPROVEMENTS TO TRACEY DRIVE

THIS BID IS SUBMITTED TO:

BOROUGH OF MILLTOWN
MUNICIPAL BUILDING
39 WASHINGTON AVENUE
MILLTOWN, NJ 08850

Black Rock Enterprises, LLC

BIDDER'S NAME

- C 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- C 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
- C 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- a. BIDDER has examined copies of all the Bidding Documents and of all Addenda (receipt of all which is acknowledged herein):
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph G 4.2 of the Supplementary Conditions of the

extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself

any advantages over any other Bidder or over OWNER.

- i. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his Bid:

ITEM	REQUIRED	NOT REQUIRED
Contractor's Field Office is		X
Engineer's Field Office is		X
Project Photographs are		X
An Owner's Protective Insurance Policy is	X	
Owner's and Engineer's named as Co-Insured parties on Contractor's Liability Insurance Policies is		X
A separate Labor & Material payment Bond in the amount of 100% of the Contract Amount is	X	
The Project is partially funded with Federal Grant funds and compliance with applicable minimum Federal Wage rates, and other grant related applicable regulations is		X
A project sign is	X	

- j. If awarded the Contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127.
- k. If awarded the Contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150.



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Requirements for Bid Submission

As is mandated by these technical and general specifications, attached hereto and included herewith are the following

1. Bid Proposal Form
2. Consent of Surety. A certificate of a surety company licensed to do business in New Jersey that it will become surety for the bidder as provided in these specifications, or a letter from a commercial bank certifying that it will issue an Irrevocable Commercial Domestic Letter of Credit to the Borough in the amount required if the contract is awarded to the bidder.
3. Stockholder Disclosure Certification
4. Price and Technical Specifications
5. Affirmative Action Affidavit or Certificate of Employee Information Report or Evidence of Affirmative Action Compliance
6. General Requirements
7. Acknowledgement of Receipt of Changes to Bid Documents
8. Affidavit of Non Collusion
9. Completed Checklist
10. All other documents required in the bid specifications
11. The Business Registration Certificate issued by the State of New Jersey, Department of Treasury/ Division of Revenue.
 - a. **Note: if subcontractors shall be used in connection with the performance of the contract, the Business Registration Certificates of all subcontractors must accompany the bid at the time of the bid submission**
12. A certified check, Cashier's Check or Bid Bond in the amount of 10% (ten percent) of the amount required performance bond. Such bond or check shall be made payable to the Borough of Milltown. The bonds or checks of unsuccessful bidders shall be returned upon the awarding of the contract. The bond and check of the successful bidder shall be returned upon the execution of the contract and the posting of the required performance bond by the successful bidder. In the event of the successful bidder's failure to execute the contract or post sufficient bond on form approved by the Borough of Milltown, the award of the contract shall be, at the option of the Borough Council, a nullity and said bond, cash or check shall not be returned to the bidder but shall be retained and used by the Borough of Milltown to defray its expenses in the awarding of the contract.

RESERVATION OF RIGHT TO REJECT BIDS

The Borough Council reserves the right to reject any and all bids if deemed in the best interest of the Borough to do so and to hold all bids and proposal guarantees for 60(sixty) days before making an award of contract and the bidder agrees that he/she will not withdraw the bid for that period of time



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Bid Document Checklist

Construction Projects N.J.S.A. 52:34-15
Goods and Services Not required by law

Submission Requirement	Initial Each Required Entry and submit the item
<input type="checkbox"/> Bid Proposal Form (Including price and technical specifications)	JV
<input type="checkbox"/> Bid Guarantee (With Power of Attorney for full amount of Bid Bond)	JV
<input type="checkbox"/> Consent of Surety (With Power of Attorney for full amount go Bid Price)	JV
<input type="checkbox"/> Stockholder Disclosure Certification	JV
<input type="checkbox"/> Acknowledgement of Receipt of Addenda	JV
<input type="checkbox"/> Public Works Contractor Registration Certificate	JV
<input type="checkbox"/> Non-Collusion Affidavit	JV
<input type="checkbox"/> Disclosure of Investment Activities in Iran	JV
<input type="checkbox"/> Prevailing Wage	JV
<input type="checkbox"/> Equipment Certification	JV
<input type="checkbox"/> Proof of Business Registration	JV
<input type="checkbox"/> Mandatory Affirmative Action Language	JV
<input type="checkbox"/> Americans with Disabilities Act of 1990 Language	JV
<input type="checkbox"/> Status of Present Contracts	JV
<input type="checkbox"/> References	JV
<input type="checkbox"/> All documents set forth in the Bid Specifications	JV
<input type="checkbox"/> Completed Checklist	JV

Acknowledged for:

Company Name of Bidder:

Black Rock Enterprises, LLC

By:

Name of Authorized Agent

Jacqueline Vale

Title of Authorized Agent

managing member

Signature of Authorized Agent

Jacqueline Vale

Date

07/01/2020

BID BOND

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

Black Rock Enterprises, LLC as Principal, and
(name of contractor)

Great American Insurance Company as Surety,
(name of surety)

are hereby held and firmly bound unto Borough of Milltown as Owner
(name of owner)

in the penal sum of 10% of Bid Amount Not to Exceed \$20,000.00

Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 1st day of July, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to Borough of Milltown a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____
Improvements to Tracey Drive

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate,
- (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 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 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 stipulated 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 said Surety does hereby waive a notice of any such extension.

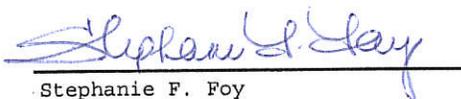
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:



(SEAL)

ATTEST:



Stephanie F. Foy
(SEAL)

Black Rock Enterprises, LLC

Principal

BY:

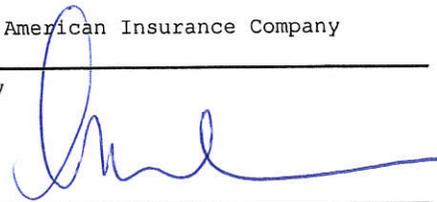


Jacqueline Valey
Managing Member

Great American Insurance Company

Surety

BY:



Attorney-in-Fact
Lisa Nosal

GREAT AMERICAN INSURANCE COMPANY®

OHIO

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio and licensed to do business in the State of New Jersey consents and agrees, that if the contract for the _____

Improvements to Tracey Drive

be awarded to Black Rock Enterprises, LLC

the undersigned corporation agrees with the said Borough of Milltown

_____ to execute the final bond as required by the specifications, and to become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this 1st day of July, 2020.

GREAT AMERICAN INSURANCE COMPANY

By 

Lisa Nosal, *Attorney-in-Fact*

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 20526

POWER OF ATTORNEY

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

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

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of APRIL 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 19TH day of APRIL, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 1st day of July, 2020



Stephen C. Beraha

Assistant Secretary



301 East 4th Street
Cincinnati, OH 45202

GAIG.com

GREAT AMERICAN INSURANCE COMPANY

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

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

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

STATE OF OHIO
COUNTY OF HAMILTON

SS.:

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

Subscribed and sworn to before me

this 2nd day of March, 2020.

Controller

Assistant Secretary

Public Notary

SHARON R. HULEN
Notary Public, State of Ohio

Annuity Group and the Commission Expires 12-22-2021

GAIG.com

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

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

(name of surety(ies)) GREAT AMERICAN INSURANCE COMPANY

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

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

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

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

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein on July 1, 2019 (most recent calendar year available) is as follows:

<u>SURETY COMPANIES(Y)</u>	<u>LIMITATION</u>
Great American Insurance Company	\$187,743,000

(4) The amount of the bond to which the statement and certification is attached is \$ 10% of Bid Amount Not to Exceed \$20,000.00 (fill in bond amount)

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

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

<u>REINSURER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
------------------	----------------	---------------

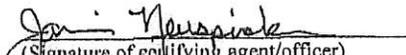
and;

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

CERTIFICATE

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

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


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

Dated: July 1, 2020
(fill in month, day, year)

Certificate Number
687926

Registration Date: 02/09/2019
Expiration Date: 02/08/2021



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

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

Black River Enterprises, LLC
2019

Responsible Representative(s):
Jacqueline Vale, Managing Member

Responsible Representative(s):
Manuel Darochia, Managing Member

Handwritten signature of Robert Asaro-Angelo.

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

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

NON TRANSFERABLE

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

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.

BLACK ROCK ENTERPRISES LIMITED
1316 ENGLISHTOWN ROAD
OLD BRIDGE NJ 08857

Tax Registration No: **XXX-XXX-194/800**
Tax Effective Date: **04-01-10**
Document Locator No.: **10000399328**
Date Issued: **06-02-12**

Michael J. Berg
Acting Director, Division of Taxation

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PC BOX 202
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
BLACK ROCK ENTERPRISES LIMITED LIABILITY

ADDRESS:
1316 ENGLISHTOWN ROAD
OLD BRIDGE NJ 08857

EFFECTIVE DATE:
07/18/08

TRADE NAME:

SEQUENCE NUMBER:
1424875

ISSUANCE DATE:
08/02/12

James J. Perrone
Director
New Jersey Division of Revenue

FORM-BRC

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



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

JAMES J. FRUSCIONE
Director

CERTIFIED

under the

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

This certificate acknowledges **BLACK ROCK ENTERPRISES LLC** is a **WBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Peter Lowicki
Deputy Director

Issued: August 13 2018
Certificate Number: 72361-15

Expiration: August 12, 2021

THE PORT AUTHORITY OF NY & NJ

John Deguan
Chairman

Patrick J. Foye
Executive Director

Black Rock Enterprises, LLC

This certificate acknowledges that the above-named firm is certified as a Woman-owned Business Enterprise.

Certification Date: December 17, 2015

Re-Evaluation Date: December 17, 2020



Lash Green, Director
Office of Business Diversity and Civil Rights



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

June 25, 2019

B5015
Identification No.

Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et. seq., and Regulations of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability
\$50,000.001 to \$100,000.000

Work Classification(s):	Project Rating
2a-Apply Bituminous Material	\$10,000,001 to \$20,000,000
3a-Grading & Bituminous Paving	" " "
4-Bridge	" " "
8-General Concrete	" " "
22-Underground Utilities	" " "
24-Maintenance & Protection of Traffic	" " "
25-Milling	" " "

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 12/31/18. See attachment for explanation.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

NOTICE OF CLASSIFICATION
Black Rock Enterprises, LLC
Page 2

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts requires all contractors and sub-contractors to have valid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (<http://www.sspc.org/>) at the time of bid and duration of the contract.

This CLASSIFICATION will be effective 7/4/19 and will expire 6/30/20.

Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bids will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work types required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Keith A. Daniels
Manager
Bureau of Construction Services

* Attachment

BLACK ROCK ENTERPRISES LLC
1316 ENGLISHTOWN RD
OLD BRIDGE, NJ 08857

State of New Jersey



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



NOTICE OF CLASSIFICATION

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

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$50,000,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK	11/29/2018	11/28/2020
	C059 -ROAD CONSTRUCTION & PAVING	11/29/2018	
	C056 -SEWER PIPING & STORM DRAINS	11/29/2018	
	C054 -SITE WORK	11/29/2018	
	C058 -UNDERGROUND WATER & UTILITIES	11/29/2018	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf).



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

December 7, 2018

Jacqueline Vale, Managing Member
Black Rock Enterprises, LLC
1316 Englishtown Road
Old Bridge, NJ 08857

Re: Contractor Prequalification Notice
Federal Tax ID: 26-2873194

Dear Ms. Vale:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Black Rock Enterprises, LLC** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Aggregate Rating</i>
CONCRETE/FOUNDATION FOOTINGS/MASONRY WORK	\$50 MILLION
SITE WORK	
SEWER PIPING & STORM DRAINS	
UNDERGROUND WATER & UTILITIES	
ROAD CONSTRUCTION & PAVING	

Your firm is prequalified by the NJSDA until **November 28, 2020**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

Firms like yours are critical to our success. Exciting opportunities are available for Small Business Enterprises (SBEs) in the Schools Construction Program. In order to enhance your participation in the program as an SBE-designated firm, the NJSDA is offering assistance in becoming registered as an SBE with the NJ Department of Treasury, Division of Revenue and Enterprise Services. Among other requirements, firms applying for SBE Registration must have fewer than 100 full-time employees.

To obtain information on the Standards of Eligibility for SBE Registration by the Division of Revenue and Enterprise Services, visit their website at <http://www.nj.gov/njbusiness/contracting> or call the Business Services Call Center at 609-292-2146.

Certification 46690

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
PERMANENT

This is to certify that the contractor listed below has furnished 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 months from 15-06-2021 to 15-06-2022.



BLACK ROCK ENTERPRISES, INC.
1316 ENGLISH TOWN ROAD
OLD BRIDGE NJ 08851



Elizabeth Immer Mucio
ELIZABETH IMMER MUCIO
State Treasurer



COMPLETED CONTRACTS

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	FINAL CONTRACT PRICE	COMPLETION DATE	SCOPE OF WORK
NJ Department of Transportation DP# 19122, Route 33 Pavement Preservation	\$7,200,000.00	\$6,775,000.00	OCT. 2019	Ultra Thin Friction Course Placement, Milling, Slurry Seal Emulsion, Traffic Control
NJ Department of Transportation Maintenance Resurfacing Contract Central 2018	\$4,479,566.00	\$7,034,498.90	APRIL 2019	Milling, Paving, Traffic Safety, Castings Inlet Replacement
County of Hunterdon Resurfacing & Surface Treatment of Various County Roads	\$3,202,734.00	\$2,964,227.73	MAY 2019	Milling, Paving, Sanitary Sewer, Guiderail
County of Ocean reconstruction & Resurfacing of Various County Roads	\$3,209,348.23	\$3,370,611.63	JUNE 2019	Milling, Paving, Concrete Curbs & Sidewalks, Handicap Ramps, Traffic Control
City of Asbury Park 2016 Road Improvement Program	\$3,628,779.93	\$3,988,963.82	DEC. 2018	Milling, Paving, Concrete Curbs Sidewalks, Handicap Ramps
County of Monmouth Resurfacing of Various County Roads	\$6,313,060.00	\$6,751,392.17	APRIL 2019	Milling, Paving, Concrete Sidewalks Curbs, Traffic Control, Landscaping
Township of East Brunswick 2019 Road Improvement Program	\$2,350,400.00	\$2,470,927.95	SEPT. 2019	Milling, Paving, Curbs, Sidewalks, Handicap Ramps, Sanitary Sewer, Watermain Replacement
NJ Department of Transportation DP# 1614, Route 82 Resurfacing, Contract# 000153670	\$3,598,191.75	\$4,849,991.05	JAN 2019	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Inlets
NJ Department of Transportation DP# 17143, Route 1&9, 28 Roadway Repair, Cont# N313	\$7,381,602.96	\$7,777,746.89	DEC. 2018	Milling, Paving, Traffic Control Inlets & Castings
City of Trenton Reconstruction & Resurfacing of Various City Roads	\$2,130,000.00	\$1,879,479.91	JAN . 2019	Milling, Paving, Concrete Curbs Sidewalks, Handicap Ramps, Intels
Township of Union 2018 Road Improvement	\$1,585,143.70	\$2,009,821.50	NOV. 2018	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Landscaping
Borough of Red Bank 2019 Red Bank Road Program	\$618,586.00	\$620,553.22	SEPT. 2019	Milling, Paving, Sanitary Sewer, Concrete Curbs, Sidewalks, Ramps
Township of South Brunswick Carter Brook Lane Improvements	\$522,120.00	\$523,238.10	NOV. 2019	Milling, Paving, Concrete Curbs, Sidewalks, Handicap Ramps
Tinton Falls School District Site Work at Tinton Falls Middle Schools	\$479,248.10	\$574,664.93	MAY 2019	Milling, Paving, Handicap Ramps, Concrete Curbs, Islands
Middlesex County College Bid# 19-24 Site Improvements 2019	\$1,090,000.00	\$957,339.73	AUGUST 2019	Milling, Paving, Site Work, Concrete Islands, Handicap Ramps



CURRENT CONTRACT STATUS REPORT

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	WORK COMPLETED TO DATE	ESTIMATED COMPLETION DATE	CONTRACT AMOUNT TO COMPLETE	LIQUIDATED DAMAGES
County of Middlesex <i>Improvements to Main St., South Amboy, NJ</i>	\$2,835,156.70	\$1,242,519.70	JUNE 2020	\$1,592,637.00	NO
NJ Department of Transportation <i>DP 19404, Route 206 NB & SB</i>	\$11,641,536.00	\$7,699,552.80	OCT. 2020	\$3,941,983.20	NO
Township of Mount Laurel <i>2019 Local Road Program</i>	\$1,391,051.00	\$970,317.79	JUNE 2020	\$420,733.21	NO
City of Asbury Park <i>Deal Avenue Improvements</i>	\$1,138,701.00	\$358,967.75	JULY 2020	\$779,733.25	NO
Borough of Carteret <i>Waterfront Marina</i>	\$2,715,434.00	\$401,077.50	AUGUST 2020	\$2,314,356.50	NO
City of Trenton <i>Reconstruction of South Clinton Avenue</i>	\$974,095.70	\$0.00	JULY 2020	\$974,095.70	NO
County of Monmouth <i>Intersection Improvements to CRII & Bergen Place</i>	\$749,966.81	\$135,772.97	OCT. 2020	\$614,193.84	NO
Borough of Bound Brook <i>2018 Road Program</i>	\$823,845.00	\$331,654.13	MAY 2020	\$492,190.87	NO
Township of Monroe <i>Park & Ride Improvements</i>	\$534,704.00	\$377,920.28	MAY 2020	\$156,783.72	NO
Borough of Sea Bright <i>2017 & 2018 Roadway Repairs</i>	\$454,881.00	\$331,788.95	APRIL 2020	\$123,092.05	NO
Borough of High Bridge <i>McDonald Street Improvement Project</i>	\$340,153.00	\$0.00	JULY 2020	\$340,153.00	NO
TOTALS	\$23,599,524.21	\$11,849,571.87		\$11,749,952.34	



BLACK ROCK

ENTERPRISES, LLC

1316 Englishtown Road
Old Bridge, NJ 08857

P: (732) 967-6400

F: (732) 967-6402

Bank Reference:

Bank of America
Todd Lukaitis
395 Route 70 West
Lakewood NJ 08701
732-942-3522

Bonding Reference:

C&H Agency
Louis Vlahakes
783 Riverview Drive
Totowa, NJ 07512
973-890-0900

Insurance Reference:

IOA Northeast, Inc.
Thomas Fish
1451 Route 34, Suite 101
Farmingdale, NJ 07727
732-751-2900

Work References:

CME Associates
Trevor Taylor, P.E.
140 Route 9 South
Howell, NJ 07731
732-462-7400

T&M Associates
Christine Ballard, P.E.
11 Tindall Rd.
Middletown, NJ 07748
732-671-6400

Remington, Vernick & Vena Engineers
George Allen
3 Jocama Blvd.
Old Bridge, NJ 08857
609-680-8820

Township of East Brunswick
Engineering Department
Keith Kipp, P.E.
1 Jean Walling Civic Center Dr.
East Brunswick, NJ 08816
732-390-6262

Henkels & McCoy
Tony Pinho
450 County Avenue
Cliffwood, NJ 07721
732-765-8211

City of Perth Amboy
Utility Service Affiliates
Luis Jimenez
260 High Street
Perth Amboy, NJ 08861
732-442-2397

Leon S. Avakian, Inc.
Joe O'Neil, P.E.
788 Wayside Road
Neptune, NJ 07753
732-922-9229

Garden State Sealing
Richard Manners
300 Commerce Drive
Tinton Falls, NJ 07753
732-245-7285

CME Associates
David Coats, P.E.
3141 Bordentown Ave.
Parlin, NJ 08859
732-727-8000

Borough of Milltown
Don Hermann
39 Washington Ave.
Milltown, NJ 08850
732-828-2100

County of Union
Paul Leso
2325 South Ave.
Scotch Plains, NJ 07076
908-789-3690

Township of Parsippany
George Winter, PE
1001 Parsippany Blvd.
Parsippany, NJ 07054
973-263-7263

City of Elizabeth
Steven P. Rinaldi, PLS, PP
50 Winfield Scott Plaza
Elizabeth, NJ 07201-2462
908-820-4278

Sa & Sons Construction
Alfred Sa
PO Box 4333
Warren, NJ 07059
908-754-0884

MSP Construction
Danny Pereira
126 Walnut Street
Newark, NJ 07105
908-310-9159



EQUIPMENT BREAKDOWN

#	Year	Make	Model	Serial #
P101	2012	RoadTec Asphalt Paver	RP195	273
P102	2004	Volvo Blaw Knox Paver	PF5510	8708
P103	1999	Blaw Knox Track Asphalt Paver	PF5510	55102562
P104	2015	Caterpillar Track Asphalt Paver	AP1055F	TJ500256
P105	2017	Caterpillar Track Asphalt Paver	AP655F	MH600243

M101	2009	Wirtgen Asphalt Milling Machine	2200	0821-0455
M102	2005	Wirtgen Milling Machine	2200	0210244
M103	2015	Wirtgen Milling Machine	W250i	#0622.0047
M104	2017	Wirtgen Milling Machine	W250i	#0622.1046

B101	2010	John Deere Backhoe	410J	1T0410JXCA0188905
B102	2007	John Deere Backhoe	410J	JX145562
B103	2007	John Deere Backhoe	410J	T0410JX150506
B105	2003	John Deere Backhoe	410G	T0410GX924299
B106	2014	John Deere Backhoe	410K	1T0410KXKE266619
B107	2007	John Deere Backhoe	310SG	T0310SG936017
B108	2010	John Deere Backhoe	310SJ	1T0310SJCA0186237
B109	2000	John Deere Backhoe	401G	T0410GX893374

R101	2009	Caterpillar Roller	CD24	24001267
R102	2009	Caterpillar Roller	CB54	0JLM00130
R104	1994	Ingersoll Rand Roller	SD70D	16685
R105	n/a	Ingersoll Rand Roller	DD90M	183536
R107	2013	Caterpillar Roller	CB54XW	JLM00667
R108	2013	Caterpillar Roller	CB25	24002787
R109	2015	Hamm Roller	HD12VY	H230.0150
R110	2016	Wacker Trench Roller	RTKX-SC3	24335161
R111	2015	Hamm Asphalt Roller	HD120iVD	H207.0098
R112	2017	Wacker Trench Roller	RTKX-SC3	24331984

E101	2003	Komatsu Excavator	PC228	SAA6D102E
E102	1990	Caterpillar 25' Stick	225DLC	1SCTS11225DLCG
E104	2013	Caterpillar Excavator	328DLCR	RMX00521
E105	2008	Caterpillar Excavator	314CLCR	PCA01841
E106	2016	Case Excavator	CX145C	DAC145K6NGS6E1800
E107	2016	Komatsu Excavator	PC88MR-10	7597

SW101	2007	Freightliner Sweeper	Truck	1FVACXDC57HW86657
SW102	n/a	Rosco Sweeper	RB48	34412
SW103	2010	Broce Sweeper	KR350	406900

SK102	n/a	Caterpillar Loader	950G	3JW0
SK103	2012	Komatsu - 6 Wheel Loader	WA320	A352B3
SK104	2016	Caterpillar Skid Steer	299D2 HF	FD200540
SK105	2017	Kubota Compact Track Loader	SVL95-2SHFC	36543

D101	n/a	Caterpillar Dozer	D4H XL	BPJ1485
D102	2001	John Deere Dozer	650G	T0650HX901014
D103	2015	Caterpillar Dozer	D5K2 LGP	KY200677

FL101	n/a	Hyster Pneumatic Fork Lift	H110XL	6005A1134W
FL102	2010	Polaris Ranger (go cart/golf cart)	800	4XAWH76AXB2181201
FL103	n/a	Caterpillar Telehandler Forklift	TL1255	S/N: TBN00684

C101	2008	Atlas Compressor	185CFM	S/N: LA1A321140
C102	2005	Kaeser Air Compressor	M27	S/N: 1099
C103	2006	Kaeser Air Compressor	M57	S/N: 1299
C104	n/a	Doosan Air Compressor	P185WJD	408258
C105	2017	Message Board/Trailer	SMC1000ST	IP91D1215HG301148 (S/N: 383)
C106	2017	Message Board/Trailer	SMC1000ST	IP91D1217HG301149 (S/N: 386)
C107	2017	Message Board/Trailer	SMC1000ST	IP91D1218HG301158 (S/N: 385)
C108	2017	Message Board/Trailer	SMC1000ST	IP91D1214HG301156 (S/N: 363)
C109	2016	Message Board/Trailer	SMC1000ST	IP91D1214GG301981 (S/N: 010032)
C110	2017	Message Board/Trailer	SMC1000ST	IP91D1211HG301017 (S/N: 0322)
C111	2017	Message Board/Trailer	SMC1000ST	IP91D1211HG301003 (S/N: 010024)
C112	2017	Message Board/Trailer	SMC1000ST	IP91D1214HG301030 (S/N: 010030)
C113	2017	Atlas GPCD 185CFM Compressor	XAS185	HOP053176

SCI01	2003	Reed Ambassador Screener		R2070210
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REC1	n/a	KM International Infrared Asphalt Recycler		S/N# KM2-18X
REC2	2016	Miller Asphalt Carb Form Machine	MC650	J14237
REC3	2016	Pal Series Hot Cold Pressure Washer	HHS-3004-2E2G	15105315
REC4	2015	CRAFCO Super Shot Tank & Trailer	125D	1C9SV101X51418285

Z101	n/a	Asphalt 40" Zipper		S/N: 100475
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LT101	n/a	Genie Light Tower		S/N: TML04760
LT102	n/a	Torox (4) 1000 watt Light Tower	RL4000	S/N: RL410-2526



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
 (609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)
THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement March 30, 2020 Activity for Calendar Year 2019 Check if Amendment

Part 2: Business Entity Information

Business Name Black Rock Enterprises, LLC
 Business Type Other Business Organization
 Address 1 1316 Englishtown Road
 Address 2 _____
 City Old Bridge State New Jersey Zip 08857
 *(Area Code) Telephone Number 732-967-6400

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

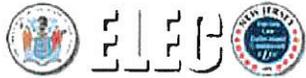
First Name Jacqueline Last Name Vale
 Title/Position Managing Member Date March 30, 2020
 *(Area Code) Telephone Number 732-967-6400

Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy - Lt. Governor Sheila Oliver

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form BE 2019.pdf

Confirmation number : 20193032663

Business Entity Name : Black Rock Enterprises, LLC

Filing Year : 2019

The information was received on : 03/30/2020

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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 License # 0E67768 Insurance Office of America 1451 Route 34, Suite 101 Farmingdale, NJ 07727	CONTACT NAME: Tammy Little PHONE (A/C, No, Ext): (732) 378-7891 44154 FAX (A/C, No): (732) 751-2929 E-MAIL ADDRESS: Tammy.Little@ioausa.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Black Rock Enterprises, LLC. 1316 Englishtown Road Old Bridge, NJ 08857	INSURER A: American Family Home Insurance Company 23450	
	INSURER B: United States Fire Insurance Company 21113	
	INSURER C: North River Insurance Company 21105	
	INSURER D: New Jersey Manufacturers Insurance Company 12122	
	INSURER E: Admiral Insurance Company 24856	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			88A5GL0000271-05	3/27/2020	3/27/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CG2001/CG2010/CG2037						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			1337453955	3/27/2020	3/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY FM 114.0.1378 11/11	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY CA9948 10/13					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		5811112512	3/27/2020	3/27/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QQ198924317	3/27/2020	3/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			FEI-ECC-26082-00	3/27/2020	3/27/2021	Limit \$ 10,000,000

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

CERTIFICATE HOLDER SPECIMEN CERTIFICATE OF INSURANCE FOR BIDDING PURPOSES ONLY	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



BLACK ROCK

ENTERPRISES, LLC

1316 Englishtown Road

Old Bridge, NJ 08857

P: (732) 967-6400

F: (732) 967-6402

Principals' Info & Experience

Name: Jacqueline Vale

Address: 13 Villa Farms Circle
Monroe, NJ 08831

Title: Managing Member

Years of Construction Experience: 15 Years

Magnitude & Type of Work: Construction Office Management

In What Capacity: \$25 Million+

Name: Manuel DaRocha

Address: 208 W. Greystone Road
Old Bridge, NJ 08857

Title: Managing Member

Years of Construction Experience: 20 Years

Magnitude & Type of Work: Field Operations Management

In What Capacity: \$25 Million+

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Black Rock Enterprises, LLC.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>S</u> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1316 Englishtown Road	Requester's name and address (optional)	
	6 City, state, and ZIP code Old Bridge, NJ 08857		
	7 List account number(s) here (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 6 - 2 8 7 3 1 9 4	

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 on page 3.

Sign Here Signature of U.S. person ▶ *Jacqueline Vale* Date ▶ *07/01/2020*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-INT (interest earned or paid)
- 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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Acknowledgement of Receipt of Addenda

N.J.S.A. 40A:11-23c. 1), 2), & 3)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
	<i>None</i>	

No Addenda were Received

Acknowledged for:

Company Name of Bidder:

Black Rock Enterprises, LLC

By:

Name of Authorized Agent

Jacqueline Vale

Title of Authorized Agent

Managing Member

Signature of Authorized Agent

Jacqueline Vale

Date

07/01/2020

See Attached



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Bid Guarantee

N.J.S.A. 40A:11-21

A Certified Check or Cashier's Check or Bid Bond in the amount of ten (10%) percent of the amount of the required performance bond must be submitted. Such bond or check shall be made payable to the Borough of Milltown. The bonds or checks of unsuccessful bidders shall be returned upon the awarding of the contract.

The bond and check of the successful bidder shall be returned upon the execution of the contract and the posting of the required performance bond by the successful bidder.

In the event of the successful bidder's failure to execute the contract or post sufficient bond in a form approved by the Borough of Milltown, the award of the contract shall be, at the option of the Borough Council, a nullity and said bond, cash or check shall not be returned to the bidder, but shall be retained and used by the Borough of Milltown to defray its expenses in the awarding of the contract.

To: Borough of Milltown
Re: Black Rock Enterprises, LLC
Contractor
Project: IMPROVEMENTS TO TRACEY DRIVE

Bid Guarantee in the Form of:

<input type="checkbox"/>	Certified Check	Check #	_____	Amount	_____
<input type="checkbox"/>	Cashier's Check	Check #	_____	Amount	_____
<input checked="" type="checkbox"/>	Bid Bond	Bid Bond #	_____	Amount	10% of bid amount not to exceed Twenty Thousand Dollars (20,000.00)

Attached to Bid Bond



Borough of Milltown
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Milltown, NJ 08850
(732)828-2100

Consent of Surety

N.J.S.A. 40A:11-22

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

To: Borough of Milltown

Re: _____
Contractor

Project: IMPROVEMENTS TO TRACEY DRIVE

This is to certify that _____
Surety Company

will provide to the Borough of Milltown a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project

Contractor _____

Authorized Agent of Surety Company _____

Date _____

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



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Stockholder Disclosure Certification
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

Name of Business

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% (ten percent) or more of the issued and outstanding stock of the undersigned

OR

[] I certify that no one stockholder owns 10% (ten percent) or more of the issued and outstanding stock of the undersigned.

Check the Box that represents the type of business organization:

- [] Partnership [] Corporation
[] Sole Proprietorship [] Limited Partnership
[] Limited Liability Corporation [] Limited Liability Partnership
[] Subchapter S Corporation [X] Limited Liability Company

Sign and Notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders

Table with 5 columns: Name, Street Address, Town, State, Zip code. Handwritten entries for Jacqueline Vale and Manuel Da Rocha.

Sworn and subscribed before me this

01 day of July, 2020

Handwritten signature of Jacqueline Vale, Affiant

Handwritten signature of Notary Public

Jacqueline Vale, Managing member.
Print name and Title of Affiant

My Commission Expires: 07-07-2021.

Corporate Seal

Florbela Goncalves
Notary Public
New Jersey
My Commission Expires 7-7-2021
No. 2410251



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Affidavit of Non-Collusion
N.J.S.A. 52:34-15

State of New Jersey
County of Middlesex

Owner: Borough of Milltown

Work: Improvements to Tracey Drive

The undersigned, of full age, being duly sworn according to law on my oath depose and say: that I am of the firm making the Bid, that I executed the Bid with full authority to do so; that Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Work; and that all statements contained in the Bid and in this affidavit are true and correct and made with full knowledge that Owner relies upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in an award of a contract of the Work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder in accordance with N.J.S.A. 52:34-15.

Company Name of Bidder: Black Rock Enterprises, LLC

By:
Name of Authorized Agent Jacqueline Vale

Title of Authorized Agent Managing member

Signature of Authorized Agent Jacqueline Vale

Date 07/01/2020



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Certificate of Experience

Jacqueline Vale hereby

certify that Black Rock Enterprises, LLC

have performed the following work within the last five (5) years:

Year	Type of Work	Contract Amount	Name and Address of Owner

See Attached

Black Rock Enterprises, LLC
 BIDDER
Jacqueline Vale
 BY Jacqueline Vale
 @ managing Member.
 TITLE



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27 Goods and Services Contracts (Including Professional Services)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company Name of Bidder: Black Rock Enterprises, LLC

By: Jacqueline Vale
Name of Authorized Agent

Managing Member.
Title of Authorized Agent

Jacqueline Vale
Signature of Authorized Agent

07/01/2020.
Date



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Mandatory Affirmative Action Language for Construction Contracts Exhibit B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

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 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, gender identity or expression, disability, nationality 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 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, 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, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal 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 lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers 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)**.

Company Name of Bidder: Black Rock Enterprises, LLC

By: _____

Name of Authorized Agent Jacqueline Vale

Title of Authorized Agent Managing Member

Signature of Authorized Agent Jacqueline Vale

Date 07/01/2020.



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Mandatory Language Americans with Disabilities Act of 1990

Title II of the Americans with Disabilities Act of 1990 (42
U.S.C. S121 01 et seq.)

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

The contractor and the **Borough of Milltown** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the 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, 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 owner's 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 proceeding 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.

Company Name of Bidder: Black Rock Enterprises, LLC

By: _____

Name of Authorized Agent Jacqueline Vale

Title of Authorized Agent managing Member

Signature of Authorized Agent Jacqueline Vale

Date 07/01/2020



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

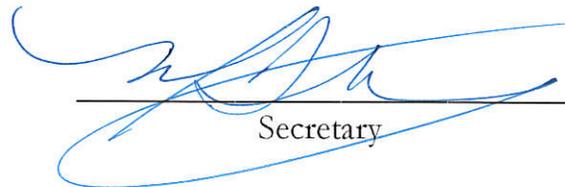
Resolution of Authorization if Bidder is a Corporation

RESOLVED that Jacqueline Vale
be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution
adopted by Black Rock Enterprises, LLC

at a meeting of its Board of Directors held on the 30
day of June, 2020.

SEAL OF CORPORATION


Secretary



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Public Works Contractor Registration

N.J.S.A. 34:11-56.48

- 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.
- Certificates for all contractors must be accompany the bid at the time of bid submission.
- 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
- Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

List of Contractors and Subcontractors; A CERTIFICATE MUST BE PROVIDED FOR THOSE LISTED

1. Plumbing, Gas Fitting Kindred Work

Company Name N/A

Contracted for: _____

Address _____ PO Box _____

Address of Company

Town _____ State _____ Zip _____

Phone Number _____ E-mail _____

2. Steam Power Plants, Steam & Hot water heating & ventilating & refrigeration apparatus

Company Name N/A

Contracted for: _____

Address _____ PO Box _____

Address of Company

Town _____ State _____ Zip _____

Phone Number _____ E-mail _____

3. Electrical Work (electrical power plants, tele-data, fire alarm and security system

Company Name N/A

Contracted for: _____

Address _____ PO Box _____

Address of Company

Town _____ State _____ Zip _____

Phone Number _____ E-mail _____

4. Structural Steel and Ornamental Iron Work

Company Name N/A

Contracted for: _____

Address _____ PO Box _____

Address of Company

Town _____ State _____ Zip _____

Phone Number _____ E-mail _____



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Disclosure of Investment Activities in Iran

Public Law 2012, c. 25

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

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



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

AND



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

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

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

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

Name _____ Relationship to Bidder/ Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/ Offeror Contact Name _____ Contact Phone Number _____

NA

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

Acknowledged for:

Black Rock Enterprises, LLC

Company Name of Bidder:

By:

Name of Authorized Agent

Jacqueline vale

Title of Authorized Agent

Managing member

Signature of Authorized Agent

Jacqueline Vale

Date

07/01/2020



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Request for Prevailing Wage Determination

N.J.S.A. 34:11-56.25 et seq

To: Borough of Milltown

Project: IMPROVEMENTS TO TRACEY DRIVE

Prevailing Wage Request Information

Date May 15, 2020

Confirmation Number 74649

The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on **any** property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- **Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and**
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took effect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

SCOPE OF ALLOWANCE FOR WORK NOT SPECIFIED ITEM

The contractor shall make an allowance in his bid for any modifications or additions associated with construction of the project including any material, services or appurtenances not specifically described in the specifications but as required to satisfactorily complete the project. All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for any unknown areas of the work.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing work not specified as ordered by the Engineer in writing.

The contractor shall allow \$10,000.00 for this item to cover the work. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. If no work is done under this item, the full amount of \$10,000.00 shall not be paid by the Owner to the contractor. To qualify for payment, work must be ordered by the engineer in writing.

IMPROVEMENTS TO TRACEY DRIVE

BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Mobilization	LUMP SUM	\$	50,000.00	\$	50,000.00
2	Breakaway barricade	2 UN ±	\$	500.00	\$	1,000.00
3	Drum	16 UN ±	\$	0.01	\$	0.16
4	Traffic cone	36 UN ±	\$	0.01	\$	0.36
5	Construction signs	36 SF ±	\$	40.00	\$	1,440.00
6	Traffic director, municipal police allowance	ALLOWANCE	\$	10,000.00	\$	10,000.00
7	Allowance for asphalt price adjustment	DOLLAR	\$	5,000.00	\$	5,000.00
8	Allowance for fuel price adjustment	DOLLAR	\$	5,000.00	\$	5,000.00
9	Clearing site	LUMP SUM	\$	15,000.00	\$	15,000.00
10	Remove existing curb or curb and gutter (including sawcutting)	1991 LF ±	\$	5.00	\$	9,955.00
11	Remove existing sidewalks	6000 SF ±	\$	3.00	\$	18,000.00
12	Remove and reset existing brick walk/pavers (If and where ordered)	20 SF ±	\$	20.00	\$	400.00
13	Remove and replace roadway base (If and where ordered)	655 SY ±	\$	0.01	\$	6.55
14	Excavation, unclassified (If and where ordered)	20 CY ±	\$	50.00	\$	1,000.00
15	Driveway excavation, unclassified	77 CY ±	\$	40.00	\$	3,080.00

IMPROVEMENTS TO TRACEY DRIVE

BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
16	Excavation unclassified, test pit (If and where ordered)	29 CY ±	\$	200.00	\$	5,800.00
17	Dense graded aggregate base course (If and where ordered)	10 CY ±	\$	45.00	\$	450.00
18	HMA milling, 3" or less	2884 SY ±	\$	3.75	\$	10,815.00
19	Hot mix asphalt 9.5M64 surface course	339 TON ±	\$	90.00	\$	30,510.00
20	Hot mix asphalt 19M64 base course (If and where ordered)	20 TON ±	\$	90.00	\$	1,800.00
21	Polymerized joint adhesive	3319 LF ±	\$	0.01	\$	33.19
22	6" dia. smooth wall interior, corrugated, perforated polyethylene tubing (PPT) underdrains with filter fabric, stone backfill for subsurface drains, bedding and backfill	1903 LF ±	\$	40.00	\$	76,120.00
23	Connect leader or sump drains to proposed 6" dia. PPT underdrain including fittings, cleanout and brass cap	28 UN ±	\$	400.00	\$	11,200.00
24	Handhole with casting	13 UN ±	\$	2,000.00	\$	26,000.00
25	Reset existing casting	7 UN ±	\$	385.00	\$	2,695.00
26	Bicycle safe grate	7 UN ±	\$	400.00	\$	2,800.00
27	Curb piece type N-ECO	6 UN ±	\$	400.00	\$	2,400.00

IMPROVEMENTS TO TRACEY DRIVE

BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
28	Reset manhole casting using new casting and cover	3 UN ±	\$	950.00	\$	2,850.00
29	Concrete sidewalk, 4" thick	6099 SF ±	\$	6.00	\$	36,594.00
30	Concrete driveways and aprons, reinforced, 6" thick (including bedding)	2495 SF ±	\$	7.00	\$	17,465.00
31	Hot mix asphalt driveway, 2" thick (If and where ordered)	60 SY ±	\$	40.00	\$	2,400.00
32	Detectable warning surface	5 SY ±	\$	275.00	\$	1,375.00
33	Concrete curb and gutter	1991 LF ±	\$	33.00	\$	65,703.00
34	Traffic stripes, long life, "thermoplastic", 4" wide with glass beads	110 LF ±	\$	4.00	\$	440.00
35	Traffic stripes, long life, "thermoplastic", 8" wide with glass beads	99 LF ±	\$	6.00	\$	594.00
36	Traffic stripes, long life, "thermoplastic", 24" wide with glass beads	17 LF ±	\$	17.00	\$	289.00
37	Regulatory and warning signs	10 SF ±	\$	40.00	\$	400.00
38	Roadway trench repair	447 SY ±	\$	40.00	\$	17,880.00
39	Reset water valve box	10 UN ±	\$	40.00	\$	400.00
40	Reset gas valve box	4 UN ±	\$	1.00	\$	4.00

IMPROVEMENTS TO TRACEY DRIVE

BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
41	Miscellaneous concrete, Class B (If and where ordered)	20 CY ±	\$	1.00	\$	20.00
42	Remove additional trees over 8" up to and including 16" caliper (If and where ordered)	3 UN ±	@ \$	0.01	\$	0.03 @
43	Remove additional trees over 16" caliper (If and where ordered)	4 UN ±	@ \$	0.01	\$	0.04 @
44	Topsoiling, 4" thick (including fine grading)	850 SY ±	\$	6.00	\$	5,100.00
45	Fertilizing	850 SY ±	\$	2.00	\$	1,700.00
46	Sodding	850 SY ±	\$	2.00	\$	1,700.00
47	Replacement Tree, Crape Myrtle, various species, 8' to 10' High (If and where ordered)	11 UN ±	\$	750.00	\$	8,250.00
48	Replacement Tree, White Pine trees (Pinus Strobus), 5' to 6' high, B&B (If and where ordered)	11 UN ±	\$	500.00	\$	5,500.00
49	Replacement Shrub, Winter gem boxwood (Buxus microphylla japonica 'Winter Gem') 24"-30" high (If and where ordered)	5 UN ±	\$	150.00	\$	750.00
50	Allowance for work not specified	ALLOWANCE		\$10,000.00		\$10,000.00
51	R.R. tie 6"x6" retaining wall (If and where ordered)	12 SF ±	\$	75.00	\$	900.00



Borough of Milltown
39 Washington Ave.
Milltown, NJ 08850
(732)828-2100

Bid Proposal Form

Improvements to Tracey Drive

Contract Title and Bid Number (if Applicable)

Description of Goods/ Services Being Bid

The undersigned proposes to furnish and deliver the above goods/ services pursuant to the bid specification and made part hereof.

Company Name of Bidder: Black Rock Enterprises, LLC

Name of Authorized Agent: Jacqueline Vale

Title of Authorized Agent: Managing Member

Signature of Authorized Agent: Jacqueline Vale

1316 Englishtown Road
Address

Address of Bidder: Old Bridge NJ 08857
Town State Zip

Phone Number: (732) 967-6400 Fax Number: (732) 967-6402

E-mail Address: info @ blackrocknj.com

Federal I.D. or Social Security Number: 26-2873194 BL

Amount of Bid (Numeric) #: 470,819.33

Amount of Bid (Alphabetic): Four Hundred Seventy thousand Eight Hundred Nineteen dollars and thirty three cents

BL

BOROUGH OF MILLTOWN

DELETION ITEMS

All Bidders are advised that the Borough of Milltown has a limited budget for the construction of this Project. In order to minimize time delays in the commencement of the contract and the inconvenience to all bidders that normally occurs when bids for projects exceed their respective budgets, the Owner has also included a deletion item which may be utilized by the Owner based upon the funds available.

The bidder shall utilize the same unit prices bid for the deletion items as utilized for the respective base bid items. If there is any inconsistency between bid price and deletion price, the Engineer shall utilize the base bid unit price for any possible determination.

The determination of which Bidder's response to the request for bids offers the lowest price shall be made on the basis of the price of the base specification plus the price of any selected deletion and/or alternate items in accordance with N.J.S.A. 40A:11-23.1(d).

BASE BID ITEM NO.	DELETION ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
19	Del 1	Hot mix asphalt 9.5M64 surface course	77 TON	\$	90.00	\$	6,930.00
				TOTAL DELETION ITEM "1"		\$	6,930.00

(Handwritten signature)

(Handwritten initials)

Time for completion of this Contract is 120 calendar days.

Quantities are not guaranteed. Final payment will be based on actual quantities.

C 4. BIDDER agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 120 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

C 5. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on 07/01/, 2020.

NOTICE OF AWARD

Dated _____, 20

TO:

(Bidder)

ADDRESS:

OWNER'S PROJECT NO. PMI00628.01

PROJECT: IMPROVEMENTS TO TRACEY DRIVE

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Indicate total Work, alternates or section of Work awarded)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for _____

The Contract Price of your contract is _____

Six copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Six sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER six fully executed counterparts of the Agreement including all the Contract Documents. This includes the six sets of Drawings. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B3.10) General Conditions (paragraph F5.01) and Supplementary Conditions (paragraph G5.01).

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED SUM

IMPROVEMENTS TO TRACEY DRIVE

BOROUGH OF MILLTOWN, MIDDLESEX COUNTY
NEW JERSEY

THIS AGREEMENT made as of the ____ day of _____

in the year 20__ by and between:

The Borough of Milltown, 39 Washington Avenue, Milltown, NJ 08850
(hereinafter called OWNER)

(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. WORK. The CONTRACTORS shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project generally consists of milling and resurfacing Tracey Drive from Fisher Drive to Albert Avenue as well as removal and replacement of the curb and sidewalk and other related work.

D 2. ENGINEER. The Project has been designed by:

MICHAEL J. McCLELLAND, P.E.
BOROUGH ENGINEER
CME ASSOCIATES
3141 Bordentown Avenue
Parlin, New Jersey 08859

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. CONTRACT TIME. The Work will be substantially completed within 90 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions or modified in the Supplementary Conditions.

D 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

SEE PROPOSAL BID FORM

D 5. APPLICATIONS FOR PAYMENT. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

D.6 PROGRESS AND FINAL PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, on or about the third Monday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions and Supplemental General Conditions Section G.14.02.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:

90% of the Work completed on Contracts less than \$100,000.

98% of the Work completed on Contracts of \$100,000 or more.

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.02 of the General Conditions and/or retainage indicated under Supplementary Conditions.

D 6.3. Upon final completion of the work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

D 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- D 7.1. This Agreement,
- D 7.2. Exhibits to this Agreement (if any),
- D 7.3. CONTRACTOR'S Bid and Bonds,
- D 7.4. Notice of Award,
- D 7.5. Instructions to Bidders,
- D 7.6. General Conditions,
- D 7.7. Supplementary Conditions,

- D 7.8. Specifications - Divisions 1 and 2
- D 7.9. Drawings as listed in Section "H" of the Contract Documents,
- D 7.10. Addenda numbers _____ to _____, inclusive, and
- D 7.11. Any modifications, including Change Orders, duly delivered after execution of this Agreement.

D 8. MISCELLANEOUS.

D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of OWNER.

D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

D 9. OTHER PROVISIONS.

D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Documents are entitled as indicated in Section H - Contract Drawings.

D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.

D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add to or take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

D 9.5. Equal Employment Opportunity/Affirmative Action. Mandatory language, Alternate #2:

"The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations."

"The parties to this contract agree to incorporate into this contract the mandatory language of subsections 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of subsections 7.4(a) and (b)."

D 9.6. State Grant Funds. This project is partially funded by a state grant from the "1984 Transportation Trust Fund Authority Act". CONTRACTOR agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard WORK.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

OWNER: _____ CONTRACTOR: _____

BY _____ BY _____

(NAME)

(NAME)

MAYOR

(TITLE)

(TITLE)

(SIGNATURE)

(SIGNATURE)

ATTEST _____ ATTEST _____
BOROUGH CLERK CORPORATE SECRETARY

ATTEST _____ ATTEST _____

Address for giving notices: Address for giving notices:

Attn:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

OWNER'S SEAL

CONTRACTOR'S SEAL

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

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

_____ as Principal and

_____ as Sureties, are hereby held and firmly bound unto _____ in the penal sum of Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 20

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of 20____, enter into a contract with _____ which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said _____ shall well and faithfully do and perform the things agreed by

to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligation herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety on its bond.

Principal

Surety

(seal)
(acknowledgments)

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(Contractor)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Indicate name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20___, respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must
(add other requirements)

(Owner)

BY _____
(Authorized Signature)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

(Title)