PROPOSAL
to the
TOWNSHIP OF PEQUANNOCK
for the
KENT PLACE SANITARY
SEWER EXTENSION, CONTRACT 14-5A

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connections with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Municipality is, shall be, or will become directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates.

It is further declared that the Specifications have been examined and it is agreed that if this Proposal is accepted, the materials shall be delivered complete and as specified. All such materials and associated work shall be provided at the price bid for each item as stated in the Schedule of Prices following.

The Bidder represents to the Township of Pequannock that by submitting this bid he or his agents have fully familiarized themselves with all conditions of the Proposal. It is understood that the total price stated by the undersigned in the Schedule of Prices will control in the awarding of the Contract and payments will be made for the equipment and accessories in accordance with the unit price stated hereafter in the Schedule of Prices.

TIME OF COMPLETION:

ALL WORK ON THIS PROJECT SHALL BE COMPLETED WITHIN FOURTY (40) CONSECUTIVE CALENDAR DAYS FROM THE DATE OF THE WRITTEN NOTICE TO PROCEED WITH THE WORK.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Estimated Quantity</th>
<th>Description and Price</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01040</td>
<td>1</td>
<td>Mobilization, the lump sum of three thousand five hundred Dollars and 00 Cents</td>
<td>3,500.00</td>
</tr>
<tr>
<td>2A</td>
<td>01663A</td>
<td>458 lin ft.</td>
<td>Leakage Testing of Gravity Sewers, per lin. ft. one dollar</td>
<td>458.00</td>
</tr>
<tr>
<td>2B</td>
<td>01663A</td>
<td>458 lin ft.</td>
<td>Mandrel Testing of Gravity Sewers, per lin. ft. one dollar</td>
<td>458.00</td>
</tr>
<tr>
<td>2C</td>
<td>01663A</td>
<td>458 lin ft.</td>
<td>TV Inspection, per lin. ft. three hundred fifty Dollars and 00 Cents</td>
<td>1,603.00</td>
</tr>
<tr>
<td>2D</td>
<td>01663A</td>
<td>3 ea.</td>
<td>Manhole Testing, per ea. five hundred</td>
<td>1,650.00</td>
</tr>
<tr>
<td>3</td>
<td>02025</td>
<td>10 cu. yd.</td>
<td>Test Pit Excavation, per cu. yd. one hundred</td>
<td>1,000.00</td>
</tr>
<tr>
<td>4A</td>
<td>02221</td>
<td>126 cu. yd.</td>
<td>Select Fill, per cu. yd. (minimum bid $15 per cu. yd.) eighteen</td>
<td>2,128.00</td>
</tr>
<tr>
<td>4B</td>
<td>02221</td>
<td>83 cu. yd.</td>
<td>Dense Graded Aggregate, per cu. yd. (minimum bid $15 per cu. yd.) twenty</td>
<td>2,015.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Section</td>
<td>Estimated Quantity</td>
<td>Description and Price</td>
<td>Extended Total</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>--------------------</td>
<td>-----------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>4C</td>
<td>02221</td>
<td>1 cu. yd.</td>
<td>Rock Excavation, per cu. yd.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>PVC</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 500.00)</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>5</td>
<td>02230</td>
<td>137 cu. yd.</td>
<td>Crushed Stone Bedding, per cu. yd. (minimum bid $10 per cu. yd.)</td>
<td>Twenty Eight</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 2800)</td>
<td>$ 2800.00</td>
</tr>
<tr>
<td>6</td>
<td>02513</td>
<td>179 Ton</td>
<td>Hot-Mix Asphalt Pavement Replacement, Base Course, Mix I-2, per ton</td>
<td>One hundred</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 110.00)</td>
<td>$ 110.00</td>
</tr>
<tr>
<td>7A</td>
<td>02605</td>
<td>3 ea.</td>
<td>48-in. Dia. Manhole, per ea <em>three</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 3,000.00)</td>
<td>$ 9,000.00</td>
</tr>
<tr>
<td>7B</td>
<td>02605</td>
<td>1 ea.</td>
<td>Connection to Existing Manhole, per ea <em>one</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 1800.00)</td>
<td>$ 1800.00</td>
</tr>
<tr>
<td>7C</td>
<td>02605</td>
<td>3 ea.</td>
<td>Standard Manhole Frames and Covers, per ea <em>two</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 200.00)</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>7D</td>
<td>02605</td>
<td>5 vert. ft.</td>
<td>Interior Manhole Coating, per vert. ft. <em>one</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 190.00)</td>
<td>$ 950.00</td>
</tr>
<tr>
<td>8A</td>
<td>02617</td>
<td>458 lin ft.</td>
<td>8-in. PVC Sanitary Sewer 0-8 ft Deep, per lin. ft.</td>
<td>Seventy Two</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cents</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>($ 74.00)</td>
<td>$ 33,892.00</td>
</tr>
</tbody>
</table>
## Description and Price

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Section</th>
<th>Quantity</th>
<th>Description and Price</th>
<th>Extended Total</th>
</tr>
</thead>
</table>
| 8B       | 02617   | 4        | 8-in. x 4-in. and 8-in. x 6-in. Wye, per ea. **Two Hundred Fifty** Dollars and Cents:  
\[
\frac{250}{47} \approx 5.318, \quad \frac{50.00}{47} \approx 1.063, \quad \frac{250}{47} \approx 5.318, \quad \frac{150}{47} \approx 3.191
\]  |
| 8C       | 02617   | 100      | 4-in. and 6-in. Sewer Lateral, per lin. ft. **Fifty** Dollars and Cents:  
\[
\frac{50.00}{1} = 50.00
\]  |
| 8D       | 02617   | 4        | 4-in. and 6-in. Cleanout, per ea. **Two Hundred Fifty** Dollars and Cents:  
\[
\frac{250}{47} \approx 5.318
\]  |
| 9        | 03300   | 6        | Cast-in-Place Concrete, per cu. yd. (minimum bid $25 per cu. yd.) **One Hundred Fifty** Dollars and Cents:  
\[
\frac{150}{47} \approx 3.191
\]  |

**Total Bid Amount:** $91,180

The award of Contract will be based on the total of all items 1 through 9.

---

**Messercola Excavating Inc.**

**549 East Third Street, Plainfield, NJ.**

**By:**

**Fernando Messercola**

**Title:**

**President**

**Signature:**

**Dated:** 6/10/20
## BID DOCUMENT SUBMISSION CHECKLIST

**TOWNSHIP OF PEQUANNOCK**  
**KENT PLACE SANITARY SEWER EXTENSION, CONTRACT 14-5A**

### A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (**NJSA 40A:11-23.2**)  

<table>
<thead>
<tr>
<th>Required With Submission of Bid</th>
<th>Initial Each Item Submitted With Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s checkmarks</td>
<td>Bidder’s initials</td>
</tr>
<tr>
<td><strong>√</strong> A Bid Guarantee as required by <strong>NJSA 40A:11-21</strong> (Bid Bond)</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> A certificate from a Surety Company, pursuant to <strong>NJSA 40A:11-22</strong> (Consent of Surety)</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> A Statement of Corporate Ownership, pursuant to <strong>NJSA 52:25-24.2</strong> (Shareholder Disclosure)</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> A listing of the Subcontractors that are required by <strong>NJSA 40A:11-16</strong></td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> If applicable, bidder’s acknowledgment of receipt of any notice(s) or revision(s) or Addenda to an Advertisement, Specifications or Bid Document(s)</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> Bid Proposal Form</td>
<td>![Initial Check]</td>
</tr>
</tbody>
</table>

### B. Failure to submit the following documents or acknowledge applicability of the following documents as noted may be a cause for the bid to be rejected. (**NJSA 40A:11-23.1b**)  

<table>
<thead>
<tr>
<th>Required With Submission of Bid</th>
<th>Initial Each Item Submitted or Acknowledged with Bid</th>
<th>Required With Submission of Bid</th>
<th>Initial Each Item Submitted or Acknowledged with Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s checkmarks</td>
<td>Bidder’s initials</td>
<td>Owner’s checkmarks</td>
<td>Bidder’s initials</td>
</tr>
<tr>
<td><strong>√</strong> A Financial Statement or a Certified Financial Summary prepared within the last 12 months</td>
<td>![Initial Check]</td>
<td><strong>√</strong> Consent of Surety as to Maintenance Bond as required by <strong>NJSA 40A:11-16.3b</strong></td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> Consent of Surety as to a Labor and Material Payment Bond</td>
<td>![Initial Check]</td>
<td><strong>√</strong> Submission of a Non-Collusion Affidavit (this form must be Notarized)</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> Statement of compliance with <strong>NJSA 45:14C-2(h)</strong> (Licensed Master Plumber)</td>
<td>![Initial Check]</td>
<td><strong>√</strong> Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> NJ Public Works Contractor Registration Certification for Bidder and All Subcontractors</td>
<td>![Initial Check]</td>
<td><strong>√</strong> References</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td>Form W-9 and Proof of Business Registration per <strong>NJSA 52:32-44</strong> by Bidder, as well as for all Subcontractors. (This can be received up to the time of award.)</td>
<td>![Initial Check]</td>
<td><strong>√</strong> Prevailing Wage Determination Acknowledgment</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> Mandatory Affirmative Action Language Acknowledgment</td>
<td>![Initial Check]</td>
<td><strong>√</strong> Americans With Disabilities Act of 1990 Language Acknowledgement</td>
<td>![Initial Check]</td>
</tr>
<tr>
<td><strong>√</strong> Bid Document Checklist</td>
<td>![Initial Check]</td>
<td></td>
<td>![Initial Check]</td>
</tr>
</tbody>
</table>

### C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements.

**Name of Bidder:** MOSSAROLA EXCAVATING INC  
**By Authorized Representative:** [Signature]  
**Print Name and Title:** Fernando Mossarola  
**Date:** 6/11/2020
ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Township of Pequannock  
(Name of Local Contracting Unit)

KENT PLACE SANITARY  
SEWER EXTENSION  
(Name of Construction/Public Works Project)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or Addenda to the Bid Advertisement, Specifications, or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or Addendum. Note that the local unit’s record of Notice to Bidders shall take precedence and that failure to include provisions of changes in a bid Proposal may be subject for rejection of the bid.

<table>
<thead>
<tr>
<th>Local Unit Reference Number or Title of Addendum/Revision</th>
<th>How Received (mail, fax, pick-up, etc.)</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1 DRAWING E-10060</td>
<td>FAX</td>
<td>JUN 19 2020</td>
</tr>
</tbody>
</table>

Acknowledgement by Bidder

Name of Bidder: MESSERCOLA EXCAVATING INC  

By Authorized Representative: [Signature]

Printed Name and Title: FERNANDO MESSERCOLA, PRESIDENT

Date: 6/19/2020

The following Addendum(a) is/are acknowledged:

Addendum No. 1-1 Initial: [Initial] Date: JUN 19 2020

Addendum No. [Blank] Initial: [Blank] Date: [Blank]

Addendum No. [Blank] Initial: [Blank] Date: [Blank]

Addendum No. [Blank] Initial: [Blank] Date: [Blank]
ADDENDUM NO. 1
to
CONTRACT DOCUMENTS
for
KENT PLACE SANITARY SEWER EXTENSION
CONTRACT 14-5A
for the
TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

This Addendum is issued to prospective bidders for Contract Documents already obtained. Changes contained herein will be taken into account in submitting any bid for this Work. This Addendum must be acknowledged in the Contract Documents in the "Acknowledgement of Receipt of Changes to Bid Documents Form" found on Page P-6 of the Proposal and on the "Bid Document Submission Checklist" found on Page P-5 of the Proposal.

Contract Drawings

Drawing E-10060

- Hot mix asphalt surface course paving is not included in this Contract.
- Watertight castings are not included in this Contract.

*** END OF ADDENDUM NO. 1 ***
A Certified Check, Cashier's Check, or a Bid Bond drawn on a solvent bank for at least 10% of the amount of the Bid (check not to exceed $20,000), a duly executed Consent of Surety, a statement of Financial Responsibility, a Plan and Equipment Questionnaire, and a Non-Collusion Affidavit accompany this Proposal.

The Bidder understands that the quantities in this Proposal are approximate only and agrees that the quantities may be increased or decreased in any amount, or eliminated, or the relative amounts of the items varied without claims for damages for loss of anticipated profit and without claim for adjustment of unit prices bid regardless of the actual increase or decrease of final Contract quantities from the Proposal estimated quantities.

The Bidder understands that the Municipality reserves the right to reject any or all Bids, and to waive any informalities in the Bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving Bids.

Name: MESSERCOLA Excavating Inc
Address: 549 East Third Street, Plainfield, NJ, 07060
Telephone: 908.561.4243
Fax No: 908.205.8579

Signed: Fernando Messercola
Title: President
Percentage Owned: 100%

Signed:
Title: Percentage Owned:
Signed:
Title: Percentage Owned:
Signed:
Title: Percentage Owned:
Signed:
Title: Percentage Owned:
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF MORRIS, SS:

I, Fernando Messerello of the City of Plainfield in the County of Somerset and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of Messerello Excavating, the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said 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 above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

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

Fernando Messerello

Name of CONTRACTOR

Subscribed and sworn to
before me this day of June 20th, 2020.

(Also type or print name of affiant under signature)

Fernando Messerello

Notary Public

My commission expires June 7th, 2024.

Cynthia Lowe

NOTARY PUBLIC
State of New Jersey
ID # 5010548
My Commission Expires June 7, 2024
# Statement of Financial Responsibility

1. Previous work of a similar nature completed within the past five years.
   (List two or three.)

<table>
<thead>
<tr>
<th>A. Owner</th>
<th>Borough of North Plainfield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone No.</td>
<td>(908) 764 2914 - (908) 577-0108</td>
</tr>
<tr>
<td>Business Address of Owner</td>
<td>Somerset St North 07084</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Sanitary Storm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>Emergency Contract</td>
</tr>
<tr>
<td>Extra Work Required</td>
<td></td>
</tr>
<tr>
<td>Approx. Date of Contract</td>
<td>2018</td>
</tr>
<tr>
<td>Approx. Date of Completion</td>
<td>2020</td>
</tr>
<tr>
<td>Name, Address and Phone No. of Owner’s Engineer or Superintendent</td>
<td>(908) 577-0108</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Owner</th>
<th>Township Branch Brook</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone No.</td>
<td>(908) 526-1800 Ext 142 Doug Ball</td>
</tr>
<tr>
<td>Business Address of Owner</td>
<td>1077 US Hwy 202 North Branch Brook NJ 08826</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Sanitary Sewer Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>$175,000</td>
</tr>
<tr>
<td>Extra Work Required</td>
<td>None</td>
</tr>
<tr>
<td>Approx. Date of Contract</td>
<td>June 5, 2020</td>
</tr>
<tr>
<td>Approx. Date of Completion</td>
<td>June 5, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Owner</th>
<th>Borough of Kenilworth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone No.</td>
<td>(908) 403-3730 Tony Gallegano</td>
</tr>
<tr>
<td>Business Address of Owner</td>
<td>567 Boulevard St Kenilworth</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Sanitary Sewer Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>$125,000</td>
</tr>
</tbody>
</table>
Extra Work Required $20,000
Approx. Date of Contract Jan 2019
Approx. Date of Completion Jan 2019
Name, Address and Phone No. of Owner's Engineer or Superintendent

Total approximate volume of work of similar nature completed within the past five years $450,000.00

3. General Business Reference (List two or three.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Occupation</th>
<th>Business Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Boston</td>
<td>Materials</td>
<td>325 Columbia Turnpike (G2) 325-3030</td>
<td></td>
</tr>
<tr>
<td>B. Nelson</td>
<td>Materials</td>
<td>1 New Providence Rd (908) 322-7840</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Bank Reference

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOBANK</td>
<td>441 North Ave</td>
<td>(908) 889-1628</td>
</tr>
</tbody>
</table>

5. Corporate Surety

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>WGM Insurance Company</td>
<td>54 West St, Keene, NH 03431</td>
<td>(908) 584-4297</td>
</tr>
</tbody>
</table>

6. Insurance Company

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Bone</td>
<td></td>
<td>(908) 973-6726</td>
</tr>
</tbody>
</table>

7. Number of Permanently employed persons in your organization. 30

8. Number of additional employees contemplated for this work. Same

Signature and Bus. Address of Bidder

Date 01/10/2020
PLAN AND EQUIPMENT QUESTIONNAIRE

Submitted to: Township of Pequannock

By: Messercola Contracting Inc. (A Corporation) A Co-Partnership
Principal Office: 549 E 133rd St, Melrose Park, PA

The signatory of this questionnaire guarantees the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed work? Explain in detail.
   Drive to job inspected area where sewer will be installed, one building is close to main and telephone pole is too

2. Explain your plan or layout for performing the proposed work.
   Lay out job, traffic control saw cut street install pipe pave road

3. The work, if awarded to you, will have the personal supervision of whom?
   Tempietto Messercola (609) 882-9570

4. Do you intend to sublet any portion of the work? No
   If so, state amount of subcontract, and, if known, the name and address of the Subcontractor, amount and type of his equipment and financial responsibility.

052920

P-13
5. What equipment do you own that is available for and intended to be used on the proposed project?

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM</th>
<th>DESCRIPTION SIZE, CAPACITY, ETC.</th>
<th>MODEL YEAR</th>
<th>PRESENT LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EXCAVATOR</td>
<td>LINDA K 145</td>
<td>2019</td>
<td>Planned</td>
</tr>
<tr>
<td>1</td>
<td>SKIDSTOER</td>
<td>KUBOTA 910</td>
<td>2018</td>
<td>Planned</td>
</tr>
<tr>
<td>3</td>
<td>TRACTORS WESTON STAR</td>
<td>2018-2020 PLOW</td>
<td>2018-2020</td>
<td>Planned</td>
</tr>
<tr>
<td>1</td>
<td>COMPACT Bowman</td>
<td></td>
<td>2015</td>
<td></td>
</tr>
</tbody>
</table>

6. What equipment do you intend to purchase or lease on the proposed work, should the Contract be awarded to you?

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM</th>
<th>DESCRIPTION SIZE, CAPACITY, ETC.</th>
<th>MODEL YEAR</th>
<th>PRESENT LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
7. Have you made contracts or received firm offers for all materials within prices used in preparing your Proposal? Do not give name of dealers or manufacturers.

NO

The undersigned hereby declares that the items of equipment in Table 1 and owned by **Fernando Messerscota**, and are available for and intended to be used on the Project, if **Messerscota Excavating Inc.** is awarded the Contract, and that he proposes to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, as set forth in Article 1.7.6 the Governing Body has the right to take over the leased equipment for use in completing the work, as provided in Article 1.4.9 of the Standard Specifications.

Dated at 2000 pm this 16th day of June, 2020

**Messerscota Excavating Inc.**

Name of Organization

By **Fernando Messerscota**

President

Title of Person Signing

STATE OF New Jersey

COUNTY OF Morris

**Fernando Messerscota** Being duly sworn, deposes and says that he is President of the above Messerscota Excavating Inc.

Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 23rd day of June, 2020

**Cynthia Lowe**

Notary Public

My commission expires June 7th, 2024

Cynthia Lowe

NOTARY PUBLIC

State of New Jersey

ID # 50105491

My Commission Expires June 7, 2024

052920 P-15

TWP PEQUANNOCK-KENT PLACE SANITARY

SWR EXT. CONT 14-5A, PEQ044.000
LIST OF PRINCIPAL SUBCONTRACTORS

Failure to complete the applicable sections of this form is a mandatory cause for the bid to be rejected. Should the Bidder for this Work wish to engage Subcontractors for the completion of those portions of the Work listed below, the following information must be provided in accordance with NJSA 40A:11-16. Should the Bidder for this Work wish to use his own forces to complete those portions of the Work listed below, he must indicate so by writing the words, "own forces" or such similar wording as the Name of Co. Should the Bidder for this Work determine that any of those portions of the Work listed below are not applicable to the Work, he must indicate so by writing the words, "N/A," or leaving the entry blank:

**Plumbing and Gas Fitting, and all Kindred Work:**

Name of Co.:__________________________________________________________
License No.:__________________________________________________________
Name of Contact Person:________________________________________________
Address:________________________________________________________________

Telephone No.:________________________________________________________
Dollar Amount of Subcontracted Work: $______________________________
Scope of Work to be Performed by Subcontractor:__________________________

**Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:**

Name of Co.:__________________________________________________________
License No.:__________________________________________________________
Name of Contact Person:________________________________________________
Address:________________________________________________________________

Telephone No.:________________________________________________________
Dollar Amount of Subcontracted Work: $______________________________
Scope of Work to be Performed by Subcontractor:__________________________

**Heating and Ventilation, and all Kindred Work:**

Name of Co.:__________________________________________________________
License No.:__________________________________________________________
Name of Contact Person:________________________________________________
Address:________________________________________________________________

Telephone No.:________________________________________________________
Dollar Amount of Subcontracted Work: $______________________________
Scope of Work to be Performed by Subcontractor:__________________________
Electrical Work, Including Any Electrical Power Plants, Tele-Data, Fire Alarm, or Security Systems:

Name of Co.: ___________________________________________
License No.: ___________________________________________
Name of Contact Person: _________________________________
Address: _____________________________________________
Telephone No.: _________________________________________
Dollar Amount of Subcontracted Work: _____________________
Scope of Work to be Performed by Subcontractor: ___________

Structural Steel and Ornamental Iron Work:

Name of Co.: ___________________________________________
License No.: ___________________________________________
Name of Contact Person: _________________________________
Address: _____________________________________________
Telephone No.: _________________________________________
Dollar Amount of Subcontracted Work: _____________________
Scope of Work to be Performed by Subcontractor: ___________
Should the Bidder for this Work wish to engage more than one Subcontractor for any of the specialty trade categories specified previously, the following information must be provided and the Bidder must submit a Certificate in accordance with NJSA 40A:11-16-b:

Name of Co.: __________________________
License No.: __________________________
Name of Contact Person: ________________
Address: ______________________________

Telephone No.: _________________________
Dollar Amount of Subcontracted Work: $ __________
Scope of Work to be Performed by Subcontractor: ____________________________

Name of Co.: __________________________
License No.: __________________________
Name of Contact Person: ________________
Address: ______________________________

Telephone No.: _________________________
Dollar Amount of Subcontracted Work: $ __________
Scope of Work to be Performed by Subcontractor: ____________________________

Name of Co.: __________________________
License No.: __________________________
Name of Contact Person: ________________
Address: ______________________________

Telephone No.: _________________________
Dollar Amount of Subcontracted Work: $ __________
Scope of Work to be Performed by Subcontractor: ____________________________

Name of Co.: __________________________
License No.: __________________________
Name of Contact Person: ________________
Address: ______________________________

Telephone No.: _________________________
Dollar Amount of Subcontracted Work: $ __________
Scope of Work to be Performed by Subcontractor: ____________________________
AFFIRMATIVE ACTION

AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the CONTRACTOR has an existing federally approved or sanctioned Affirmative Action program.
   
   or


   or

3. An Affirmative Action Employee Information Report (Form A.A. 302)

   or

4. All successful CONTRACTORS must submit within 3 days of the signing of the Contract an Initial Project Manning Report (AA201) for any Contract award that meets or exceeds the Public Agency bidding threshold (available upon request). NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   
   YES □ NO □

   If yes, please submit a photostatic copy of such approval.

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

   YES □ NO □

   If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, C. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

[Signature]

CONTRACTOR

[Signature]

SIGNATURE

[Title]

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of Pequannock do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Pequannock pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township of Pequannock in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Pequannock, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of Pequannock's grievance procedure, the Contractor agrees to abide by any decision of the Township of Pequannock which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Pequannock or if the Township of Pequannock incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Township of Pequannock 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 the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township of Pequannock from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The undersigned CONTRACTOR certifies that he/she is aware of the commitment to comply with the provisions of Title II of the Americans With Disabilities Act of 1990 (42 USC S12101 et seq.).

Company HESSPORTA EXCAVATING INC
Print Name Fernando Hessortora
Date 09/18/2020
Signature
Title President
<table>
<thead>
<tr>
<th>Name of Form:</th>
<th>STOCKHOLDER DISCLOSURE CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions Reference:</td>
<td>Statutory and Other Requirements VII–C</td>
</tr>
<tr>
<td>Description:</td>
<td>Meets statutory criteria for disclosure of bidder's ownership.</td>
</tr>
</tbody>
</table>

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.
STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Messercola Excavating Inc.

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

OR

☐ I certify that no one stockholder owns 10% 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

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

Stockholders:

Name: Fernando Messercola
Home Address: 89 East Drive, Watchung NJ 07069
100%

Name: ____________________________
Home Address: ____________________________

Name: ____________________________
Home Address: ____________________________

Name: ____________________________
Home Address: ____________________________

Subscribed and sworn before me this 23rd day of June, 2020

(Notary Public) ____________________________
My Commission expires: June 7, 2024

Cynthia Lowe
NOTARY PUBLIC
State of New Jersey
ID # 50106491
My Commission Expires June 7, 2024

0529x9  P-22

TWP FEQUANNOCK-KENT PLACE SANITARY
SWR EXT. CONT 146A, PE004.000

(Presi)
CONTRACT
for
KENT PLACE SANITARY SEWER EXTENSION
CONTRACT 14-5A

THIS AGREEMENT made as of this 16th day of JUNE 2020 BETWEEN THE TOWNSHIP OF PEQUANNOCK, a municipal corporation in the County of Morris, State of New Jersey (hereinafter referred to as the "OWNER"), and

Messecola Excavating Inc

having (its) place of business at 549 E 7th Pl Plantide

(herinafter referred to as the "CONTRACTOR").

The OWNER will pay to the CONTRACTOR for the work actually constructed, the bid prices as stipulated under the Proposal annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written Notice to Proceed with the work and completing all work within the construction period named in the Proposal, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of Pequannock Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

a. The Advertisement;
b. Instructions to Bidders;
c. Supplemental Instructions to Bidders
d. The CONTRACTOR’S Proposal;
e. The Bid Bond;
f. This Contract;
g. The Performance Bond;
h. The Payment Bond;
i. The Maintenance Bond;
j. The Notice of Award;
k. The Notice to Proceed;
l. The General Conditions;
m. Special Conditions;
n. The Detailed Conditions;
o. The Technical Specifications;
p. The Contract Drawings;
q. All Addenda issued by the ENGINEER prior to the receipt of bids.
The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such times and in such order as the ENGINEER may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans, and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50%) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated in the Proposal annexed hereto and in default of completion within the times so fixed, the CONTRACTOR will pay to the OWNER an amount equal to Seven Hundred Dollars ($700.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning, or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER and will, anything in the Contract to the contrary notwithstanding, give to the OWNER the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ENGINEER for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ENGINEER, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work, unless otherwise approved by the OWNER, above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay, or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid, or within the time as extended in accordance with the provisions of this Contract, or from the payment of liquidated damages to be paid in default thereof as hereinafore provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on this Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the Specification Section “Information and Instructions to Bidders”.
PREVAILING WAGE COMPLIANCE DECLARATION

The CONTRACTOR hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended. A copy of the Prevailing Wage Rates pertaining to the Work and issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination", is on file in the ENGINEER'S office or is included herein, or may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the CONTRACTOR or any Subcontractor covered by the Contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such Contract, the Township 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 Township for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Township of any sum or sums due to the Work, the CONTRACTOR or Subcontractor shall file with the Township written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing form such CONTRACTOR or Subcontractor filing such statement to any and all workers for wages due on account of the Work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement shall be certified by the oath of the CONTRACTOR or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (Individual)(Partnership)(Corporation) under the laws of the State of New Jersey having principal offices at

Bidder: Messercola Excavating Inc.

Signature: ________________________________

Name: Ferando Messercola

Title: President

Date: 07/10/2020
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

STATE OF NEW JERSEY
COUNTY OF MORRIS SS.

BE IT REMEMBERED, That on this 16th day of June 2020, before me, the subscriber, a Notary Public of the State of New Jersey personally appeared Fernando Messercola who being by me duly sworn, doth depose and make proof to my satisfaction, that (s)he well knows the corporate seal of New Jersey the corporation described in and which executed the foregoing instrument; that the seal thereto affixed is the proper corporate seal of the said corporation; that the same was so affixed thereto and the said instrument signed and delivered by Fernando Messercola who was at the date and execution thereof, the President of said corporation in the presence of the said deponent, as the voluntary act and deed of said corporation, and that the said deponent thereupon signed the same as subscribing witness.

Sworn and subscribed before me on the day and year aforesaid

Cynthia Lowe (SEAL) Corporation Secretary

Cynthia Lowe
NOTARY PUBLIC
State of New Jersey
ID # 5010691
My Commission Expires June 7, 2024
NOTE: ENGINEER may require CONTRACTOR to furnish, at CONTRACTOR'S expense, additional data about the proposed substitute including but not limited to, an analysis by CONTRACTOR of the equivalency of the proposed substitute to the named item.

By: Fernando Messercoli
Title: President
Date: 01/16/2020

Corporate Seal
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Messercola Excavating as Principal, and NGM Insurance Company as Surety, are hereby held and firmly bound unto the TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY as OWNER in the penal sum of ten percent (10%) of the Amount Bid or Twenty Thousand Dollars ($20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 11th day of June 2020.

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

KENT PLACE SANITARY SEWER EXTENSION, CONTRACT 14-5A

NOW, THEREFORE,

(a) If said Bid is rejected, or in the alternate,

(b) If said Bid is accepted and the Principal executes and delivers a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and furnishes a Performance Bond and Payment Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and in all other respects performs the agreement created by the acceptance of said Bid;

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

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

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

Messercola Excavating Co. Inc.

ATTEST

Angela M. Spina Bond Manager

NGM Insurance Company

ATTEST

Surety

By:

Timothy J. Wagner, Attorney-In-Fact

052920

P-9

TW1P PEQUANNOCK/KENT PLACE SANITARY SWMW EXT, CONT 14-5A, PE20180
CONSENT OF SURETY
(SEPARATE FORM AVAILABLE)

KNOWN ALL MEN BY THESE PRESENTS, that NGM Insurance Company, a corporation of the State of Florida, having its principal office at 55 West Street Keene, NH 03431

That whereas the principal, Messercola Excavating Co., Inc., having offices located at 549 E. Third Street Plainfield, NJ 07060, has submitted the accompanying bid, we the above-named Surety Company do hereby consent and agree, that if the Contract for which the preceding Bid or Proposal is made be awarded to the principal making the same, it will upon the award of such Contract become security first for the faithful performance of said work, and secondly, for the protection of all persons performing or furnishing labor or materials for the performance of said Contract in the form required by N.J.R.S. 2A:44-147; the Bond to be in an amount equal to 100 percent of the Contract price, and to be conditioned so as to indemnify the Township against loss due to the failure of the CONTRACTOR to meet the stipulations of the Bond, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within ten (10) days after written notice that the same is ready for execution, if so awarded, it will pay, on demand to the said Township of Pequannock, any difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such Contract and the sum which the said Township may hereafter be obliged to pay the corporation, person or persons to whom a substitute contract may be afterwards awarded, the amount of the difference to be determined by the Bid.

IN WITNESS WHEREOF, the

said ____________________________ and the

said ____________________________ has (have) caused its (their) corporate seal(s) to be hereto affixed and these presents to be signed by its (their)

(its) ____________________________ and attested by its (their)

Bond Manager ____________________________ this ____________ day of ________________

Two Thousand and Twenty

NGM Insurance Company Corporate Seal

By: ____________________________ Timothy J. Wagner, Attorney-In-Fact

Attest: ____________________________ Angela M. Spina, Bond Manager

Countersigned By: ____________________________ Corporate Seal

By: ____________________________

Attest: ____________________________

052920 P-8 TWP PEQUANNOCK RENT PLACE SANITARY SWM EXT, CONT 14-5A, PER 004000
CONSENT OF SURETY

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

NGM Insurance Company

Organized and existing under the laws of the State of FL and licensed to do business in the State of New Jersey certifies and agrees, that if contract for Kent Place Sanitary Sewer Extension, Project Contract 14-5A

For Township of Pequannock, Morris County, New Jersey

is awarded to Messercola Excavating Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this 06/11/2020

NGM Insurance Company

[Signature]

Timothy J. Wagner, Attorney-In-Fact
Surety Disclosure Statement and Certification
Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2019 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Boston, MA 02210

<table>
<thead>
<tr>
<th>Surety Company</th>
<th>Capital</th>
<th>Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>NGM Insurance Company</td>
<td>$5,250,000</td>
<td>$615,394,368</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Surety Company</th>
<th>Limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td>NGM Insurance Company</td>
<td>$51,366,000</td>
</tr>
</tbody>
</table>

3) The amount of the bond to which the statement and certification is attached is 10% OF BID NTE $20,000,000.

4) 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 the contract and the amount of the reinsurer's participation in the contract is as follows:

| Reinsurer | Address | Amount |

And;

b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(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

I, Timothy J. Wagner as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, 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 void.

Timothy J. Wagner
(Signature of certifying agent/officer)

Date: 06/11/2020
Attorney in Fact
KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Timothy J Wagner, Cheryl Pinho, Maria Rocha, Robert N Wenig**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars ($5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance 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 office 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.

**IN WITNESS WHEREOF,** NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

**NGM INSURANCE COMPANY By:**

[Signature]

**Kimberly K. Law**

Vice President, General Counsel and Secretary

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

[Signature]

**Lori L. Pettis**

Notary Public State of Florida

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 11th day of June, 2020.

**WARNING:** Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.
State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date: May 01, 2019

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2020, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - Fire and Allied Lines
02 - Earthquake
03 - Growing Crops
04 - Ocean Marine
05 - Inland Marine
06 - Workers Compensation and Employers Liability
07 - Automobile Liability Bodily Injury
08 - Automobile Liability Property Damage
09 - Automobile Physical Damage
11 - Other Liability
12 - Boiler and Machinery
13 - Fidelity and Surety
15 - Burglary and Theft
16 - Glass
17 - Sprinkler Leakage and Water Damage
20 - Physical Loss to Buildings
22 - Mechanical Breakdown/Power Failure

MARLENE CARIDE
COMMISSIONER OF BANKING AND INSURANCE
I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 14, 2019, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL: CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
JEFFREY B. KUSCH: EXECUTIVE VICE PRESIDENT, FIELD OPERATIONS
CHRISTOPHER R. LISTAU: EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS
BRUCE R. FOX: SENIOR VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
THOMAS T. FRAZIER: SENIOR VICE PRESIDENT, TREASURER & CHIEF INVESTMENT OFFICER
AMY J. FREDERICK: SENIOR VICE PRESIDENT & CHIEF INFORMATION OFFICER
DANIEL J. GAYNOR: SENIOR VICE PRESIDENT & CHIEF UNDERWRITING OFFICER
MICHAEL D. LANCASHIRE: SENIOR VICE PRESIDENT, CLAIMS
DAVID S. MEDVDFOSKY: SENIOR VICE PRESIDENT, HUMAN RESOURCES
JAN M. THOMPSON, JR.: SENIOR VICE PRESIDENT, STRATEGIC PLANNING & GOVERNANCE
DEAN P. DORMAN: VICE PRESIDENT & CHIEF ACTUARY
NANCY L. GIORGIANO RAMES, ROBERT T. METZEL, JR., DARRYL J. OSMAN, JANET M. ROOT, GERARD W. WATERS: VICE PRESIDENTS

<table>
<thead>
<tr>
<th>ADMITTED ASSETS</th>
<th>LIABILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds at Amortized Values: $ 1,547,089,940</td>
<td>Reserve for Losses: $8,050,000.107</td>
</tr>
<tr>
<td>Stocks at Market Value: $ 463,950,654</td>
<td>Reserve for Loss Adjustment Expenses: $19,649,654</td>
</tr>
<tr>
<td>First Mortgage Loans: $ 19,168,000</td>
<td>Reserve for Unearned Premiums: $55,857,407</td>
</tr>
<tr>
<td>Real Estate: $ 3,928,049</td>
<td>Reserve for Other Underwriting Expenses: $38,767,824</td>
</tr>
<tr>
<td>Cash in Office and Banks: $ (14,967,315)</td>
<td>Reserve for Taxes, Licenses, and Fees: $11,058,108</td>
</tr>
<tr>
<td>Short Term Investments: $ 8,937,169</td>
<td>Loss Distributions in Transit: $0</td>
</tr>
<tr>
<td>Agents' Balance (Less than 90 Days): $ 284,647,655</td>
<td>Other Liabilities: $5,313,218</td>
</tr>
<tr>
<td>Accrued Interests: $ 12,624,741</td>
<td>Total Liabilities: $97,150,398</td>
</tr>
<tr>
<td>Other Assets: $ 209,163,191</td>
<td>Policyholders' Surplus: $50,003,163</td>
</tr>
<tr>
<td>TOTAL ADMITTED ASSETS: $ 2,521,129,994</td>
<td>TOTAL: $7,921,169,694</td>
</tr>
</tbody>
</table>

Securities as deposited by law, included above = $6,129,444

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company to the necessary powers of attorney, contracts of indemnity or waiving obligations, documents in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them.

Subscribed and sworn to before me on this 22nd day of March, 2019

[Signature]

[Signature]

IN WITNESS WHEREOF I hereunto subscribe my name and affix the seal of said company this 22nd day of March, 2019

Bruce R. Fox
Senior Vice President, General Counsel & Secretary

[Seal]
CERTIFICATE OF LIABILITY INSURANCE

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
SB One Insurance Agency Inc
95 US Highway 206
PO Box 4
Augusta, NJ 07822

INSURED
Messercola Excavating Co Inc.
549 E 3rd Street
Plainfield, NJ 07060

CONTACT NAME: Leo Raponi
PHONE: (973) 579-0776
FAX: (973) 579-0111
EMAIL: raponi@sbooneinsurance.com

INSURER:
Associated Industries Insurance Company
23140

INSPRUR

COVERAGES

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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>AES1187300 00</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EACH OCCURRENCE): $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MED EXP (ANY ONE PERSON): Excluded</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS &amp; COMPODS: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PER PROJ CAPPED LIMIT: $5,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>C205044-2</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (PER PERSON): $50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (PER ACCIDENT): $50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (PER ACCIDENT): $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MEDICAL PAYMENTS: $5,000</td>
</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>ZUP-91M82822-19-NIF</td>
<td>EACH OCCURRENCE: $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $5,000,000</td>
</tr>
<tr>
<td>D</td>
<td>WORKERS COMPENSATION</td>
<td>W309037-8-18</td>
<td>F.L. EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISABILITY: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS/COMPLETED OPS: $2,000,000</td>
</tr>
</tbody>
</table>

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

Certificate Holder is included as an additional insured to the above captioned General Liability, Business Auto, and Umbrella Policies on a primary and non-contribution basis for work the insured is performing providing a written contract exists requiring such a status. Additional insured also applies to product completed operations with respect to the above General Liability policy. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Waiver of subrogation applies to the above policies except for Workers Compensation.

CERTIFICATE HOLDER

Township of Pequannock
530 Newton-Pompton Turnpike
Pompton Plains, NJ

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

© 1988-2016 ACORD CORPORATION. All rights reserved.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Additional Insured Person(s) or Organization(s):</th>
<th>Location and Description of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on &quot;residential property&quot;.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury” or "property damage” occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insureds at the location of the covered operations has been completed; or

   b. That portion of "your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who is an Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

However, the insurance provided to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for the additional insured, and such insurance is further limited as follows:

1. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of "your work" or "your product" which is imputed to the additional insured.

2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product."

4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.

6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.
State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED

MESSERCOLA EXCAVATING CO INC
Fernando Messercola
549 East 3rd St
Plainfield NJ 07060

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

02/03/2020 TO 03/31/2021
VALID

Signature of Licensee/Registrant/Certificate Holder
Paul Rodriguez
ACTING DIRECTOR

13VH08195500
LICENSE/REGISTRATION/CERTIFICATION #

MESSERCOLA EXCAVATING CO INC
EXPIRATION DATE 2021
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH08195500. PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.
Non Transferrable

Department of Labor and Workforce Development
Robert A. Angio, Commissioner

Weso Excavating Co., Inc.

For purposes of bidding on or entering into any contract for public work or engaging in the performance of any public work under Public Law No. 11, N.J.S.A. 34:13-6.9, et seq., the certificate of registration is based upon the Public Works Contractor Registration Act of the State of New Jersey.

Certification Number: 622353
Registration Date: 01/25/2017
Expiration Date: 01/24/2021

Division of Wage and Hour Compliance
Department of Labor and Workforce Development
State of New Jersey
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: MESSERCOLA EXCAVATING CO., INC.
TAXPAYER IDENTIFICATION#: 228-211-057/000

ADDRESS
649 EAST THIRD STREET
PLAINFIELD NJ 07060

EFFECTIVE DATE:
09/18/02

TRADE NAME:

CONTRACTOR CERTIFICATION#
0081350

ISSUANCE DATE:
09/19/01

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

Patricia A. Chiesa
Director, Division of Revenue
RENEWAL

CERTIFICATE OF EMPLOYEE INFORMATION REPORT


[Signature]

[Stamp]

Andrew F. Sloman-Eisen

State Treasurer

Plaintiff

15 NOV-2014 to 15 NOV-2021

549 East 3rd Street

Mississippi Excavating Inc.
Below is a list of References:

1. Township of Scotch Plains 430 Park Ave., Scotch Plains, NJ 07076
   Jim Watson, Township Engineer (908)322-6700 Office

2. Borough of Kenilworth 567 Boulevard, Kenilworth, NJ 07033
   Anthony Gallerano, Township Engineer (908)276-2715 Office – (908)403-3730 Cell

3. Borough of Garwood 403 South Ave., Garwood, NJ 07027
   Don Guerellio, Township Engineer (908)620-1139 Office

4. Township of Westfield 959 North Ave., Westfield, NJ 07090
   Kris Mcaloon, Township Engineer (908) 789-4100 Office – (908)296-5998 Cell

5. County of Morris Po box 900, Morristown, NJ 07963
   Contact- Mauricio Cabrera- cell (973)-829-8621 Principal engineer, County of Morris DPW, Division of Engineering

   Contact- Alexander Good- Construction Manager- Cell- (732)-687-0725

7. Keller & Kirkpatrick Inc, Engineer firm
   Contact-Robert Cutter – Construction Manager (973)434-8348 Office - (973)229-4825 Cell

8. Bernard’s Township Sewage Authority, Emergency services
   Contact-John Rodriguez- cell- (908)-482-0839

9. Borough of North Plainfield, Emergency services & maintenance
   Contact- Angelo Costello- cell-(908)-296-8945

10. City of Summit-2017 Drainage improvement contract
    Contact Rick Matias- Assistant City Engineer- (908)-598-2176

Should you require any further information or documentation about our Company, please do not hesitate to contact our office at (908)-561-4243 or you can email to messercola11@gmail.com.
EQUIPMENT AND TRUCK LIST

1998 Peterbilt Tractor
2001 Kenworth Tractor
1994 East Walking Floor Trailer
1995 Dorsey Walking Floor Trailer
2000 Kenworth Tractor
2000 Mack Walking Floor Trailer
2003 JHM Tub Trailer
2010 Ford F550 Mason Dump
2013 Western Tri Axle
2017 Western Tri Axle
1993 East Walking Floor Trailer
2010 Western Star Low Boy Tractor
2012 Ford F550 Tool Truck
2017 Western Star Tri Axle

Messercola Excavating Inc
Ph. (609)-549-5306  (908)-561-4243
Fax (908)-205-8579
1989 Eager 20 Ton Trailer
2019 Volvo Tri Axle
2011 Ford E350 Tool Van
2005 Talbert 55 Ton Trailer
1999 Mack Walking Floor Trailer
1995 Ford Roll-off
2015 Link Belt 1.25 yd Excavator
2017 Link Belt 1 yd Excavator
2009 John Deere 1.75 yd Wheel Loader
2008 Case 1.75 yd Wheel Loader
2018 Cat .75 yd Excavator
2019 Kubota .75 yd Excavator
2017 Boway 42” Drum Roller
2012 Rammax 24” Drum Roller
2017 Cat 6-way Dozer
2016 Kubota .75 yd Skid Steer
6x9, 10x9, & 12x9 Aluminum Trench Boxes

Messercola Excavating Inc
Ph. (609)-549-5306 (908)-561-4243
Fax (908)-205-8579
MESSERCOLA
EXCAVATING CO., INC.

FINANCIAL
STATEMENTS

FOR THE YEAR ENDED
DECEMBER 31, 2019
MESSERCOLA EXCAVATING CO., INC.
DECEMBER 31, 2019

CONTENTS

Independent Accountant’s Compilation Report ........................................ 1
Statement of Assets, Liabilities and Equity - Cash Basis ......................... 2
Statement of Retained Earnings - Cash Basis ........................................ 3
Statement of Revenues and Expenses - Cash Basis .............................. 4
INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Messercola Excavating Co., Inc.
Plainfield, NJ

Management is responsible for the accompanying financial statements of Messercola Excavating Co., Inc. (an S corporation), which comprise the statement of assets, liabilities, and equity-cash basis as of December 31, 2019, and the related statement of revenues and expenses - cash basis, and statement of retained earnings-cash basis for the year then ended in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Goodman, O'Malley, Rosamilia, Voorman & Fass, LLC

March 25, 2020
MESSERCOLA EXCAVATING CO., INC.
STATEMENT OF ASSETS, LIABILITIES AND EQUITY-CASH BASIS
DECEMBER 31, 2019

ASSETS

CURRENT ASSETS
Cash
Total Current Assets

PROPERTY AND EQUIPMENT
Property and equipment
Less: Accumulated depreciation
Total Property and Equipment

OTHER ASSETS
Total Other Assets
Total Assets

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES
Current maturities of long-term debt
Other current liabilities
Total Current Liabilities

LONG-TERM LIABILITIES
Long-term debt, less current maturities
Total Long-Term Liabilities

STOCKHOLDER'S EQUITY
Common stock, 100 shares authorized and issued
Retained earnings
Total Stockholders' Equity
Total Liabilities and Stockholder's Equity

See independent accountant's compilation basis report.
MESSERCOLA EXCAVATING CO., INC.
STATEMENT OF RETAINED EARNINGS-CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETAINED EARNINGS, beginning of year</td>
<td>$1,023,162</td>
</tr>
<tr>
<td>DIVIDENDS</td>
<td>214,982</td>
</tr>
<tr>
<td>NET EARNINGS</td>
<td>454,843</td>
</tr>
<tr>
<td>RETAINED EARNINGS, end of year</td>
<td>$1,263,023</td>
</tr>
</tbody>
</table>

See independent accountant's compilation basis report.
MESSERCOLA EXCAVATING CO., INC.
STATEMENT OF REVENUES AND EXPENSES-CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2019

REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,626,267</td>
<td></td>
</tr>
</tbody>
</table>

COST OF REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchases</td>
<td>823,418</td>
</tr>
<tr>
<td>Subcontractors</td>
<td>1,197,340</td>
</tr>
<tr>
<td>Labor</td>
<td>1,646,756</td>
</tr>
<tr>
<td>Payroll taxes and insurance</td>
<td>359,628</td>
</tr>
<tr>
<td>Other costs</td>
<td>1,026,195</td>
</tr>
<tr>
<td><strong>Total Cost of Revenue</strong></td>
<td>5,053,337</td>
</tr>
</tbody>
</table>

GROSS PROFIT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSES</td>
<td></td>
</tr>
<tr>
<td>Payroll-officers</td>
<td>335,122</td>
</tr>
<tr>
<td>Payroll-others</td>
<td>53,073</td>
</tr>
<tr>
<td>Payroll taxes and insurance</td>
<td>198,113</td>
</tr>
<tr>
<td>Rents</td>
<td>41,065</td>
</tr>
<tr>
<td>Miscellaneous taxes</td>
<td>43,866</td>
</tr>
<tr>
<td>Repairs and maintenance</td>
<td>289,693</td>
</tr>
<tr>
<td>Advertising</td>
<td>7,076</td>
</tr>
<tr>
<td>Insurance</td>
<td>501,217</td>
</tr>
<tr>
<td>Postage and office</td>
<td>87,561</td>
</tr>
<tr>
<td>Telephone</td>
<td>9,222</td>
</tr>
<tr>
<td>Data processing</td>
<td>19,926</td>
</tr>
<tr>
<td>Professional fees</td>
<td>66,587</td>
</tr>
<tr>
<td>Employee benefits</td>
<td>13,757</td>
</tr>
<tr>
<td>Utilities</td>
<td>11,022</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>21,532</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>1,698,832</td>
</tr>
</tbody>
</table>

EARNINGS FROM OPERATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$874,098</td>
<td></td>
</tr>
</tbody>
</table>

OTHER INCOME AND (EXPENSE)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest expense</td>
<td>(66,593)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>(346,962)</td>
</tr>
<tr>
<td><strong>Total Other Income and (Expense)</strong></td>
<td>(413,555)</td>
</tr>
</tbody>
</table>

EARNINGS BEFORE INCOME TAXES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$460,543</td>
<td></td>
</tr>
</tbody>
</table>

INCOME TAXES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,700</td>
<td></td>
</tr>
</tbody>
</table>

NET EARNINGS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$454,843</td>
<td></td>
</tr>
</tbody>
</table>

See independent accountant's compilation basis report.