

4303-21
Proposal (7)

PROPOSAL

DIVISION OF COASTAL ENGINEERING
PROJECT NO. 4303-21
MONEY ISLAND DEBRIS REMOVAL

Department of Environmental Protection
Climate and Flood Resilience
Division of Coastal Engineering
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

Date: 8/19/2021

AGATE CONSTRUCTION COMPANY, INC.

Contractor's Name
(Print or Type)

1030 Route 83

Address

Clermont, NJ 08210

City/State/Zip

Dear Sir/Madam:

In accordance with your advertisement of July 29, 2021, inviting proposals for the Money Island Debris Removal Project, in the Township of Downe, Cumberland County, New Jersey under Project No. 4303-21 and subject to the conditions and requirements thereof, and to your Specifications dated July, 2021, as they relate to this proposal are made a part of it, I (or we) will provide all necessary construction materials, labor, supplies and facilities, and perform all the work called for by the said Specifications, in the manner described therein and in accordance with the requirements of the Project Manager/Engineer and the Inspectors under him or her, for the consideration of the bid specified and outlined as follows:

The Bidder, hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, to the following:

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I. AFFIRMATIVE ACTION

That an affirmative action program of equal opportunity, in support of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the New Jersey "Law Against Discrimination" as supplemented and amended, as well as in accordance with Executive Order No. 11246 promulgated by the President of the United States, September 24, 1965, and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, nationality, gender identity or expression, disability or sex, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, nationality, gender identity or expression, disability or sex. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

II. EQUAL EMPLOYMENT OPPORTUNITY

The performance of previous contracts or subcontracts subject to the Department of Labor & Workforce Development Equal Opportunity Monitoring Program and the filing of required reports.

That if the Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, all reports due under the applicable filing requirements have been filed with the joint reporting committee, the director of the office of federal contract compliance, a federal government contracting or administering agency, or the former president's committee on equal employment opportunity.

Note: This section (II) is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) for federally funded projects, and must be certified to by Bidders only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is for FHWA and FRA funded projects and Standard Forms 100 (EEO-1) and 257 are for UMTA funded projects as required by executive orders or their implementing regulations.

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Contractors who have participated in a previous contract or subcontract subject to the executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts unless such contractor submits a report covering the delinquent period or such other period specified by the participating federal agency or by the director, office of federal contract compliance, U.S. Department of Labor.

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS

That this proposal has been executed with full authority to do so; 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.

That the Bidder warrants 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 the Bidder. (N.J.S.A. 52:34-15).

IV. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)

That there are no DBE goals associated with this project, however the Contractor shall refer to Section 1:00 for more information on Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms. Please see Appendix F for Definitions of DBE, MBE, and WBE's.

V. CERTIFICATION FOR FEDERAL AID CONTRACTS

That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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That if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **Section 1352, Title 31, US code**. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

That the prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

VI. DEBARMENT

That the Bidder and principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, of receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the above paragraph of this certification.

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Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Bidder is unable to certify to any of the statement in this certification, the Bidder shall explain below and/or on additional pages if necessary.

VII. FORMS

That the Bidder shall submit the attached forms within Appendix A. For all other submittals due at the time of bid please reference the complete Bid Checklist provided herein.

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BIDDING SCHEDULE

ITEM NO. 1 – GENERAL WORK:

The completion of all general work as specified in Sections 1:02, 11:01, 11:03, and 11:04, as shown on the project plans for the lump sum of\$ 34,500.00

ITEM NO. 2 – DEBRIS REMOVAL:

Removal of all debris as specified in Sections 1:02, 11:02, and 11:05 as shown on the project plans, for the lump sum of\$ 81,800.00

TOTAL AMOUNT OF BID.\$ 116,300.00
(Items 1, and 2)

AMOUNT OF CERTIFIED CHECK OR BID BOND \$ 10% OF TOTAL AMOUNT BID
(Minimum of 10% of total amount of bid)

NOTE: The Department will evaluate bids for award solely based on the lowest qualified total bid. Total Bid shall include Item Nos. 1 and 2. See Sections 1:00, 3:00, and 4:00 for additional information regarding the evaluation of the bid.

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BIDDER'S CERTIFICATION


The person signing this Proposal (hereinafter "I") hereby certifies that I have the full authority to execute this proposal on behalf of the Bidder named on page one of this proposal. In executing this proposal, I hereby declare that the Bidder has carefully examined the Advertisement, Specifications, Plans, Proposal and all other contract documents required for the construction of the project named above.

I hereby acknowledge that, as the signatory below, the Bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the Bidder and that this may be as long as 60 days after bids have been received.


By submitting this bid, the Bidder certifies and represents that its bid, updated financial statement(s), certifications as to business registration/representative, public works contractor registration/representative, and proposal bond have been signed by an authorized representative of the Bidder.



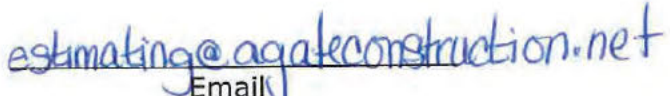
Signature of Contractor




Federal I.D. Number

 AGATE CONSTRUCTION COMPANY, INC.

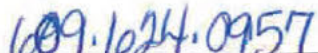
Print Name of Contractor



Email

 James E. Johnston, III
President

Title



Telephone Number

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

AGATE CONSTRUCTION COMPANY, INC.

(Name of Local Contracting Unit)

Money Island Debris Removal Project
(Name of Construction/Public Works Project)

4303-21
(Project or Bid Number)

Pursuant to Section 3:09 – Addenda and Clarifications, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number
Or Title of Addendum/Revision

How Received
(mail, fax,
Pick-up, etc.)

Date Received

Clarification No. 1

email

8/11/2021

☐ NO ADDENDA OR CLARIFICATION WAS RECEIVED

Acknowledgement by Bidder: AGATE CONSTRUCTION COMPANY, INC.

Name of Bidder: James E. Johnston, III
President

By Authorized Representative: AGATE CONSTRUCTION COMPANY, INC.

Signature: J-E Johnston

Printed Name and Title: James E. Johnston, III
President

Date: 8/19/2021

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Agate Construction Co., Inc.
1030 Route 83
Clermont, NJ 08210

OWNER:

(Name, legal status and address)

State of New Jersey, Department of Environmental Protection
1510 Hooper Avenue
Toms River, NJ 08753

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
239 Taunton Blvd. Suite B
Medford, NJ 08055
Mailing Address for Notices
239 Taunton Blvd., Suite B
Medford, NJ 08055

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Project No. 4303-21 Money Island Debris Removal, Township of Downe, Cumberland County, New Jersey
Division of Coastal Engineering

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of August, 2021.


(Witness)


(Witness) Diane M. DiMartino

Agate Construction Co., Inc.
(Principal) (Seal)

By: 
(Title)

James E. Johnston, III
President
Western Surety Company
(Surety) (Seal)

By: 
(Title) Gary B. Kohan, Attorney-in-Fact



CONSENT OF SURETY

IT IS HEREBY UNDERSTOOD AND AGREED THAT Western Surety Company

organized and existing under
the laws of the State of _____ SD _____ and licensed to do business in
the State of _____ NJ _____ certifies and agrees, that if contract for :
State of New Jersey, Department of Environmental Protection

for Project No. 4303-21 Money Island Debris Removal, Township of
Downe, Cumberland County, New Jersey Division of Coastal Engineering

is awarded to: Agate Construction Co., Inc.

the undersigned Corporation will execute the bond or bonds as required by 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 19th day of August, 2021

Western Surety Company

By:

Gary B. Kohan

Attorney-in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Diane M DiMartino, Kathleen M Rowe, Gary B Kohan, Individually

of Medford, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

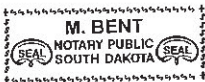
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

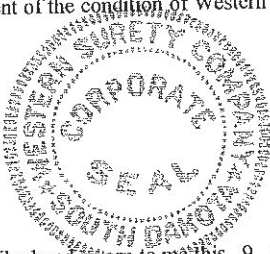
WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

<u>ASSETS</u>	\$	
Bonds		1,912,532,179
Stocks		25,319,501
Cash, cash equivalents, and short-term investments		40,409,249
Receivables for securities		-
Investment income due and accrued		17,596,947
Premiums and considerations		66,346,899
Amounts recoverable from reinsurers		3,171,900
Current federal and foreign income tax recoverable and interest thereon		2,464,571
Net deferred tax asset		14,052,177
Receivable from parent, subsidiaries, and affiliates		12,599,707
Other assets		-
Total Assets	\$	2,094,493,130

<u>LIABILITIES AND SURPLUS</u>	\$	
Losses		215,792,050
Loss adjustment expense		51,323,326
Commissions payable, contingent commissions and other similar charges		10,245,562
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,169,742
Federal and foreign income taxes payable		-
Unearned premiums		256,859,522
Advance premiums		5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)		977,849
Amounts withheld or retained by company for account of other		9,740,338
Provision for reinsurance		420,825
Payable to parent, subsidiaries and affiliates		2,297
Payable on security transactions		-
Other liabilities		31,467
Total Liabilities	\$	554,517,555

Surplus Account:		
Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,255,903,739
Surplus as regards policyholders	\$	1,539,975,575
Total Liabilities and Capital	\$	2,094,493,130

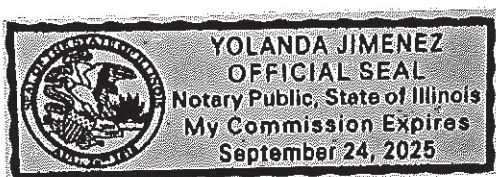
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

Bond No. Bid Bond

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2020. The financial statements of Western Surety Company as of and for the year ended December 31, 2020 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,539,975,575

(3) (a) 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, 2021, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$153,342,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18.9 as of (date of which such limitation was so established) is as follows: N/A

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

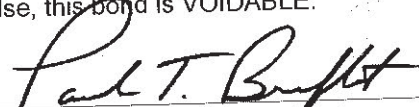
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

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

CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, 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.


Paul T. Bruflat, Vice President

Date: August 19, 2021

SURETY ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Burlington

On this 19th day of August 2021

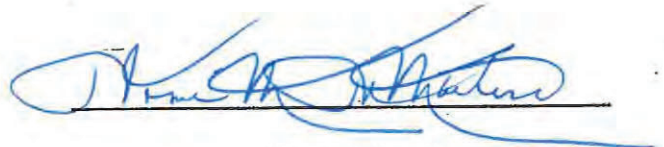
before me personally came Gary B. Kohan

to me known, who, being by me duly sworn, did depose and say that he resides in:

Howell, New Jersey

that he is the Attorney-in-Fact for Western Surety Company

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



Notary Public
Diane M. DiMartino

Diane M DiMartino
Notary Public
New Jersey
My Commission Expires 5-13-2023
No. 2373452

APPENDIX A:

Forms



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: 4303-21 VENDOR {BIDDER}: AGATE CONSTRUCTION COMPANY, INC.

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?

YES



NO



If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

100%
NAME James E Johnston III
ADDRESS 1 1 Hornbeam Drive
ADDRESS 2
CITY Moorestown STATE NJ ZIP 08057

NAME
ADDRESS 1
ADDRESS 2
CITY STATE ZIP

NAME
ADDRESS 1
ADDRESS 2
CITY STATE ZIP

NAME
ADDRESS 1
ADDRESS 2
CITY STATE ZIP

NAME
ADDRESS 1
ADDRESS 2
CITY STATE ZIP

Attach Additional Sheets If Necessary.

PART 2

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

N/A

YES

☐

NO

☒

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICITATION #: 4303-21

VENDOR: AGATE CONSTRUCTION COMPANY, INC.

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

OFFICERS/DIRECTORS

NAME	<u>James E. Johnston, III</u>		
TITLE	<u>President, Secretary & Treasurer</u>		
ADDRESS 1	<u>1 Hornbeam Drive</u>		
ADDRESS 2			
CITY	<u>Moorestown</u>	STATE	<u>NT</u>
		ZIP	<u>08057</u>

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

Attach Additional Sheets If Necessary.

PART 2

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3
PROVIDING ADDITIONAL INFORMATION

N/A

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME _____	
CONTACT NAME _____	PHONE NUMBER _____
CASE CAPTION _____	
INCEPTION OF THE INVESTIGATION _____	CURRENT STATUS _____
SUMMARY OF INVESTIGATION _____	

PERSON OR ENTITY NAME _____	
CONTACT NAME _____	PHONE NUMBER _____
CASE CAPTION _____	
INCEPTION OF THE INVESTIGATION _____	CURRENT STATUS _____
SUMMARY OF INVESTIGATION _____	

PERSON OR ENTITY NAME _____	
CONTACT NAME _____	PHONE NUMBER _____
CASE CAPTION _____	
INCEPTION OF THE INVESTIGATION _____	CURRENT STATUS _____
SUMMARY OF INVESTIGATION _____	

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

James E. Johnston, III
President

Print Name and Title

Date

8/19/2021



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: 4303-21

VENDOR/BIDDER: NAATE CONSTRUCTION COMPANY, INC.

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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 neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation 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 party.

CHECK THE APPROPRIATE BOX



A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.



B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

N/A

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

James E. Johnston, III
President

Date

8/19/2021

Print Name and Title



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

SOURCE DISCLOSURE FORM

BID SOLICITATION #: 4303-21 VENDOR {BIDDER}: AGATE CONSTRUCTION COMPANY, INC.

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- ☒ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- ☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. Complete Part 2.

PART 2 N/A

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

James E. Johnston, III
President

Date

8/19/2021

Print Name and Title

STATEMENT OF JOINT VENTURE

N/A

STATE OF NEW JERSEY }
COUNTY OF } SS:

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The Contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this STATEMENT OF JOINT VENTURE in the name of and on behalf of such Contractor for the purposes herein set forth.

2. The following named Contractors:

- (a) _____
[] Individual [] Partnership [] Corporation
- (b) _____
[] Individual [] Partnership [] Corporation
- (c) _____
[] Individual [] Partnership [] Corporation

each of whom is Pre-qualified to bid for work of the New Jersey Department of Environmental Protection, pursuant to regulations covering the classification of prospective bidders heretofore adopted by the commissioner of Environmental Protection, have entered into a Joint Venture for the special purpose of carrying on the work and improvement hereinafter described.

3 Under the provisions of such Joint Venture the assets of each of the Contractors named in Paragraph 2 hereof, and in case any Contractor so named above is a Partnership the assets of the individual members of such Partnership, will be available for the performance of such Joint Venture and liable thereon and for all obligations incurred in connection therewith.

4 The assets and liabilities of the named Contractors for whom we respectively execute this Statement of Joint Venture are now substantially the same as set forth in the last Contractor's Financial and equipment statement filed with the State Commissioner of Environmental Protection for purpose of pre-qualification.

5 This Statement of Joint Venture is executed so that the named Contractors may, under such Joint Venture, bid upon the work and improvement herein mentioned and they may, if the successful bidder thereon, be awarded the contract for such work and improvement. Any, Bid, Bond and Contract relating to the work and improvement hereinafter specified shall be executed by any person authorized to bind any Contractor to this Joint Venture, and when so executed shall bind this Joint Venture and each and every Contractor named herein, severally and jointly. Simultaneous with execution of the Contract, the Joint Venturers shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the construction work set forth in said contract.

6 In consideration of being Pre-qualified to bid upon such work and improvements as Joint Venturers, we bind the Contractor for whom we respectively execute the Statement of Joint Venture in firm agreement with the New Jersey Department of Environmental Protection, that each of the representations set forth herein is true.

STATEMENT OF JOINT VENTURE (Continued)

7. The work and improvement for which the JOINT VENTURE has been entered into is identified as:

The Name of the JOINT VENTURE is:

Bid received on _____
(Date)

Subscribed and sworn before me this
_____ Day of
_____, 2____

(a) _____
(Name of Contractor)
by: _____
(Signature of representative)

(Name of Representative)

Subscribed and sworn before me this
_____ Day of
_____, 2____

(a) _____
(Name of Contractor)
by: _____
(Signature of representative)

(Name of Representative)

Subscribed and sworn before me this
_____ Day of
_____, 2____

(a) _____
(Name of Contractor)
by: _____
(Signature of representative)

(Name of Representative)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF;

(a) _____ hereby certifies that

(Name of Contractor)

_____ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

_____ for the special purpose therein expressed.

(Name of Contractor)

Attest _____

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(b) _____ hereby certifies that

(Name of Contractor)

_____ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

_____ for the special purpose therein expressed.

(Name of Contractor)

Attest _____

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(c) _____ hereby certifies that

(Name of Contractor)

_____ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

_____ for the special purpose therein expressed.

(Name of Contractor)

Attest _____

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

Proposal

(STD.)

CONTRACTOR'S QUALIFICATION AFFIDAVIT

This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A 52:35 et seq. and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.

J. J. Jule L.S.

Sworn and Subscribed
before me this

19 day of August 20 21

at 1030 Route 83, Clermont, NJ 08210

Susan D. Sharp

Notary Public

SUSAN D. SHARP
NOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

Proposal (STD.)

It is understood that the bidding and award of contract will be based on Sections 1:00 and 100 of these specifications.

Accompanying this proposal is a:

☐ Certified check in the sum of \$ _____

☒ Bid Bond in the amount of \$ 10% OF TOTAL AMOUNT B/D

Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal to execute a contract with this body or furnish evidence as requested under experience, otherwise the certified check is to be returned to the undersigned.

I (or We) make this proposal with full knowledge of the kind, quantity and quality of the service required and if it is accepted, will after receiving notice of such acceptance enter into the contract with good and sufficient sureties for the faithful performance thereof.

Under the laws of the State of New Jersey

☐ partnership

The undersigned is a ☒ corporation

☐ individual

Having its principal office at 1030 Route 83, Clermont, NJ 08210

Signed

J. E. Johnston

By

James E. Johnston, III
President

(SEAL)
ATTEST

J. E. Johnston

James E. Johnston, III
Secretary / Treasurer

Agate Construction Co., Inc
Corporate Resolution

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that James E. Johnston III President, Secretary & Treasurer (Officer Names as many as applicable) of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION specifically (Complete & Full Project Description) NJ DEP DIVISION OF COASTAL ENGINEERING PROJECT 4303-21 MONEY ISLAND DEBRIS REMOVAL PROJECT, TOWNSHIP OF DOWNE, CUMBERLANDCOUNTY, NEW JERSEY.

I, James E. Johnston, III, Secretary of a Corporation of New Jersey (State) CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on August 16, 2021, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that is has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 8/16/2021


Signature, Corp. Secretary

JAMES E. JOHNSTON III
Print Name, Corp. Secretary

AFFIX CORPORATE SEAL

APPENDIX F:

Federal Funding Provisions

APPENDIX F
PROVISIONS FOR FEDERALLY FUNDED PROJECTS

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
DIVISION OF COASTAL ENGINEERING

The Division of Coastal Engineering, herein referred to as "Department", shall ensure that all Contractors entering into a construction contract that is federally/partially-federally funded with the Department complies with all terms and conditions of the provisions stated in Appendix F. All Contractors should be aware that these provisions also apply to all potential Sub-Contractors and it will be the responsibility of the Contractor to ensure any Sub-Contract they may enter include these provisions.

I. Required Certification

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this Contract via the Contractor Payment Affidavit. The Contractor Payment Affidavit shall include the following language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract which utilizes Federal funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

II. Requirement for Data Universal Numbering System (DUNS) number

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a sub-award from the Department unless the entity has provided its DUNS Number to the Department.

III. Federal Funding Accountability and Transparency Act Reporting

- A. The Contractor shall report the names and total compensation of each of the Contractor's five most highly compensated executives for the Contractor's preceding completed fiscal year, if:

1. In the Contractor's preceding fiscal year, the Contractor received:
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- B. Such reporting shall be made, to the Department, upon the Contractor's execution of this Contract.
 - C. Definitions applicable to this reporting requirement can be found in Appendix A of 2 CFR Part 170.

IV. Debarment and Suspension

- A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.
- B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this Contract, or pursuit of legal remedies, including suspension and debarment.

V. Restrictions on Lobbying

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of

and coopera

any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

VI. Equal Employment Opportunity

This agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

A. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender

identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to a subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VII. Federal Labor Standards

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its

subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do

not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. Rights to Inventions

If the State award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. Environmental Regulatory Compliance

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

X. Procurement of Recovered Materials

Any Contractor that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. Buy American Act

The Contractor shall comply with the provisions of the Buy American Act under 41 U.S.C. §§ 8301-8305; 48 C.F.R. Part 25 which requires the Contractor to buy domestic "articles, materials, and property" when they are acquired for public use unless a specific exemption applies.

XII. Disadvantaged Business Enterprise (DBE)

Disadvantaged Business Enterprise (DBE) goals will be set in accordance with guidelines or standards established by the funding source. DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

To this extent, an MBE and WBE are defined below:

Minority Business Enterprise (MBE). An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following:

- a. Black American (with origins from Africa);
- b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America);
- c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian); Historic Preservation Fund Grants Manual Chapter 17 Procurement Standards June 2007 Release 17-3
- d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or
- e. Other groups whose members are U. S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S.C. 637(d)), or the Secretary of Commerce.

Women's Business Enterprise (WBE). A WBE is a business concern that is, a. at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, b. whose daily business operations are managed and directed by one or more of the women owners. Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

Grantees are encouraged to procure goods and services from labor surplus areas.

XIII. Additional Provisions

N/A

RECEIPT OF ACKNOWLEDGEMENT

Please complete this form and return to NJDEP Division of Coastal Engineering at time of bid

The Contractor has read and understands all the terms and conditions of the provisions stated within Appendix F and shall adhere to them to perform work on NJDEP Project No. _____. The Contractor is also obligated under these provisions to ensure that any Sub-Contractors they may enter into an agreement with shall be fully aware of these provisions and should include this Appendix as an attachment to their Sub-Contract.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THESE PROVISIONS

Signature

Date

James E. Johnston, III
President
Print Name and Title

AGATE CONSTRUCTION COMPANY, INC.

Print Name of Contractor

Notary Signature

Date

SUSAN D. SHARP
NOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

Certificate Number
607179

Registration Date: 07/10/2020
Expiration Date: 07/09/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
James E. Johnston, III, President

Responsible Representative(s):
James E. Johnston, Jr., CEO

Agate Construction Co., Inc.

Robert Asaro-Angelo

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

AGATE CONSTRUCTION COMPANY, INC.

TAXPAYER IDENTIFICATION#

222-346-498/000

ADDRESS

1030 ROUTE 83
OCEAN VIEW NJ 08230

EFFECTIVE DATE:

03/30/81

TRADE NAME:

CONTRACTOR CERTIFICATION#

0103112

ISSUANCE DATE:

10/15/01

Patricia A. Chascelis
Director, Division of Revenue

FORM-BRC(08-01)

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AGATE CONSTRUCTION COMPANY, INC.

Trade Name:

Address: 1030 ROUTE 83
OCEAN VIEW, NJ 08230

Certificate Number: 0103112

Date of Issuance: February 15, 2006

For Office Use Only:

20060215110430043

PERFORMANCE BOND

Bond No. 30108239

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Agate Construction Co., Inc.
as Principal, and

Western Surety Company
a corporation organized and existing under the laws of the State of SD and duly authorized to do business in the State of New Jersey,
as Surety, are held and bound unto State of New Jersey, Department of Environmental Protection
as Obligee, in the penal sum of One Hundred Sixteen Thousand Three Hundred Dollars and 00/100 (\$116,300.00)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the 25th day of August, 2021
enter into a contract with State of New Jersey, Department of Environmental Protection
for NJDEP Project No. 4303-21 Money Island Debris Removal Project, Township of Downe, Cumberland County, New Jersey
which contract is made part of this bond and the same as though set forth herein.

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

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

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

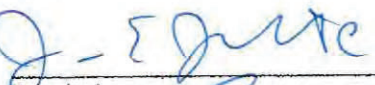
Signed, sealed and dated this 25th day of August, 2021

ATTEST:

Agate Construction Co., Inc.



Witness



Principal James E. Johnston, III
Western Surety Company President



Witness Diane M. DiMartino



Surety Gary B. Kohan Attorney-in-Fact



New Jersey Statutory
PAYMENT BOND

Bond No. 30108239

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Agate Construction Co., Inc.
as Principal, and

Western Surety Company

a corporation organized and existing under the laws of the State of SD and duly authorized to do business in the State of New Jersey,
as Surety, are held and bound unto State of New Jersey, Department of Environmental Protection
as Oblige, in the penal sum of One Hundred Sixteen Thousand Three Hundred Dollars and 00/100 (\$ 116,300.00)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the 25th day of August, 2021
enter into a contract with State of New Jersey, Department of Environmental Protection
for NJDEP Project No. 4303-21 Money Island Debris Removal Project, Township of Downe, Cumberland County, New Jersey
which contract is made part of this bond and the same as though set forth herein.

NOW, if the said Agate Construction Co., Inc.

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

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

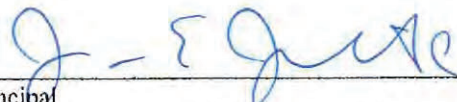
This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors
on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is
limited as in said statutes provided.

Signed, sealed and dated this 25th day of August, 2021


ATTEST:

Agate Construction Co., Inc.


Witness


Principal
James E. Johnston, III
President

Western Surety Company


Witness Diana M. DeMaio



Surety Gary B. Kohan Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Diane M DiMartino, Kathleen M Rowe, Gary B Kohan, Individually

of Medford, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

INSURANCE CERTIFICATE

This certifies that for the policies indicated below have been issued to the insured for the subject Contract for the policy period indicated, that the policies comply with the requirements of Section 152 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as amended by the Special Provisions, and that all information contained herein is true and accurate.

CONTRACTOR: Agate Construction Co., Inc.
 PROJECT NAME : NJDEP Money Island Debris Removal Project; NJDEP Project 4303-21; Agate Contract No. 1021409
 LOCATION: Township of Downe, Cumberland County, New Jersey
 DP FILE NO: 4303-21

A COMPREHENSIVE GENERAL LIABILITY INSURANCE

Company Providing Coverage: Arch Insurance Company
 Policy Number: 11PKG8899514
 Effective Date: 04/01/2021
 Expiration Date: 04/01/2022
 Limit of Liability: \$ 2,000,000 per occurrence Combined Single Limit (B.I. & P.D.)
 Deductible: \$ 100,000

This policy includes Municipality(s), the State, their officers, employees, agents and any additional parties when required by written contract

As additional insured ☒ Yes ☐ No

ENDORSEMENTS

- ☒ PERSONAL INJURY
- ☒ CONTRACTUAL LIABILITY
- ☒ PREMISES & OPERATIONS
- ☒ PRODUCTS & COMPLETED OPERATIONS
- ☒ INDEPENDENT CONTRACTORS
- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE
- ☒ EXPLOSIONS – No exclusion: Policy is silent
- ☒ DAMAGE TO UNDERGROUND UTILITIES – No exclusion: Policy is silent
- ☒ COLLAPSE OF FOUNDATIONS – No exclusion: Policy is silent

B COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Company Providing Coverage: Arch Insurance Company
 Policy Number: 11PKG8899514
 Effective Date: 04/01/2021
 Expiration Date: 04/01/2022
 Limit of Liability: \$ 2,000,000 per occurrence Combined Single Limit (B.I. & P.D.)
 Type of Coverage: ☒ ALL OWNED AUTOS ☒ NON-OWNED AUTOS ☒ HIRED AUTOS

ENDORSEMENTS

- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED

C OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Company Providing Coverage: Mid Continent Casualty Company
 Policy Number: 04OCP002001540
 Effective Date: 09/15/21
 Expiration Date: 10/15/21
 Limit of Liability: \$ 4,000,000 per occurrence Combined Single Limit (B I. & P D.)

This policy includes the Municipality(s), the State, their officers, employees, and agents

As additional insured ☒ Yes ☐ No

ENDORSEMENTS

- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE

D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Company providing Coverage: Arch Insurance Company
 Policy Number: 11WC18899414
 Effective Date: 04/01/21
 Expiration Date: 04/01/22
 Limit of Liability: \$ 1,000,000 Each accident
 \$ 1,000,000 Disease, each employee
 \$ 1,000,000 Disease, policy limit

ENDORSEMENTS

US LONGSHORE & HARBOR WORKERS COVERAGE
 AND JONES ACT: ☒ Yes ☐ No

NEW JERSEY DEPARTMENT OF TRANSPORTATION

INSURANCE CERTIFICATE

CONTRACTOR: Agate Construction Co., Inc.PROJECT NAME: NJDEP Money Island Debris Removal Project; NJDEP Project 4303-21; Agate Contract No. 1021409**E EXCESS LIABILITY INSURANCE**Company Providing Coverage: Allied World Assurance Company & Ascot Insurance CompanyPolicy Number: 0312-8072 & ESXS2110000177-01Effective Date: 04/01/21Expiration Date: 04/01/22Limit of Liability: \$ \$5,000,000 & \$5,000,000 per occurrence

Policy takes effect if the primary policy is impaired or exhausted and has the same terms and conditions as the primary underlying coverage for the

following:

- ☒ **A** COMPREHENSIVE GENERAL LIABILITY
☒ **B** COMPREHENSIVE AUTOMOBILE LIABILITY

F MARINE LIABILITY INSURANCE *(required only if construction operations require marine operations)*

Company Providing Coverage: _____

Policy Number: _____

Effective Date: _____

Expiration Date: _____

Limit of Liability: \$ _____ per occurrence

This policy names the State, its officers, employees and agents

as additional insured: ☐ Yes ☐ No**ENDORSEMENTS**

- ☐ PERSONAL INJURY
☐ CONTRACTUAL LIABILITY
☐ WAIVER OF SUBROGATION
☐ PER PROJECT AGGREGATE

G RAILROAD PROTECTIVE LIABILITY INSURANCE *(if required by Special Provisions)*

Company Providing Coverage: _____

Policy Number: _____

Effective Date: _____

Expiration Date: _____

Limit of Liability: \$ _____ per occurrence, \$ _____ annual aggregate

ENDORSEMENTS

- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
☐ PER PROJECT AGGREGATE

H POLLUTION LIABILITY INSURANCECompany Providing Coverage: Great American InsurancePolicy Number: E746318 00Effective Date: 09/15/2021Expiration Date: 12/15/2021Limit of Liability: \$ 5,000,000 per occurrence\$ 10,000,000 aggregate

Policy is written on the following basis:

- ☒ Occurrence form, and completed operations coverage to be provided for no less than 2 years after Acceptance
☐ Claims made, and Extended Reporting Provision coverage to be maintained for no less than 2 years after Acceptance

This policy names the State, its officers, employees and agents

As additional insured: ☒ Yes ☐ No**ENDORSEMENTS**

- ☒ BODILY INJURY AND PROPERTY DAMAGE
☒ NATURAL RESOURCES DAMAGE
☒ ENVIRONMENTAL CLEAN UP INCLUDING RESTORATION
☒ LEGAL DEFENSE
☒ TRANSPORTATION OF WASTE FROM THE PROJECT LIMITS
☒ DISPOSAL LIABILITY
☒ WAIVER OF SUBROGATION
☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
☒ PER PROJECT AGGREGATE

The policy does not contain exclusions or limitations for:

- ☒ LIABILITIES ASSUMED
☒ LEAD, SILICA, ASBESTOS
☒ UNDERGROUND STORAGE TANKS
☒ INSURED VS INSURED EXCLUSION THAT RESTRICTS COVERAGE TO THE STATE

Certificate Holder

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION – BUREAU OF COASTAL ENGINEERING

Address: 1510 Hooper Ave; Ste.
110

Toms River, NJ 08753

I certify that I am an authorized representative for each of the above indicated insurance Companies, and that all policies have been endorsed to require written notice of cancellation or non-renewal to the named Certificate Holder, 30 days prior to cancellation or expiration of the policy.

Company: Willis Towers Watson

Southeast, Inc.

Address: 12505 Park Potomac Ave.

Suite 300

Phone: 301-692-3011

Lynn McUmber

Signature

Name: Arlyn McUmber

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER 22-2346498		2. CONTRACTOR ID NUMBER 437		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT Name: NJ DEP Address: 1510 HOOPER AVE TOMBS RIVER, NJ 08753					
3. NAME AND ADDRESS OF PRIME CONTRACTOR AGATE CONSTRUCTION (Name) 1030 ROUTE 83 (Street Address) CLERMONT NJ 08210 (City) (State) (Zip Code)				CONTRACT NUMBER 4303-21		DATE OF AWARD 8/23/21		DOLLAR AMOUNT OF AWARD \$116,300.00	
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>				6. NAME AND ADDRESS OF PROJECT Name: MONEY ISLAND DEBRIS REMOVAL Address: MONEY ISLAND TOWNSHIP OF DOWNE CUMBERLAND		7. PROJECT NUMBER		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE-IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE					
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER		1				9/15/21		10/15/21	
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER		1		1		9/15/21		10/15/21	
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

10. (Please Print Your Name)
GREGORY SOTT
(609) 624-9090 x217
(Area Code) (Telephone Number) (Ext.)

[Signature]
(Signature)
PROJECT MANAGER
(Title)

8/31/21
(Date)



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. 4303-21 Award Amount \$116,300.00
Description of Services Money Island Debris Removal Project
State Agency Name NJ-DEP Coastal Engineering Contact Person Andrew McTague
Phone Number (732) 504-0918 Contact Email Andrew.Mctague@dep.nj.gov
☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
recertification ☐

Part 1: Business Entity Information

Full Legal Business Name Agate Construction Company, Inc.
(Including trade name if applicable)
Address 1030 Route 83
City Clermont State NJ Zip 08210 Phone 609-624-9090 x 207
Vendor Email estimating@agateconstruction.net Vendor FEIN (SS# if sole proprietor/natural person) [REDACTED]

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

- ☒ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

James E. Johnston, III
President, Secretary & Treasurer

**10% and greater shareholders of a corporation
or all shareholders of a PC**

James E. Johnston, III 100%
President, Secretary & Treasurer

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

**If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☒ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

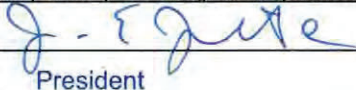
4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name  Print Name James E. Johnston, III
Title/Position President Date 8/26/2021

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

