

SECTION 00200

CHECK LIST FOR BIDDERS

- A. Failure to submit items 2, 3, 4, 7, 9, 10, 13, and 15 below is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Failure to submit items 1, 5, 6, 11, and 12 below may be cause for the Bid to be rejected (N.J.S.A. 40A:11-23.1).

<u>Item</u>	<u>Description of Item</u>	<u>Contract Section</u>	<u>Initial if Completed</u>
1	Bid Form	00300	<u>PT</u>
2	Bid Bond or Certified Check (Bid Guarantee Required by N.J.S.A. 40A:11-21)	00301	<u>PT</u>
3	Consent of Surety (N.J.S.A. 40A:11-22)	00302	<u>PT</u>
4	Surety Disclosure Statement & Certification	00302A	<u>PT</u>
5	Bidder's Affidavit	00303	<u>PT</u>
6	Non-Collusion Affidavit	00304	<u>PT</u>
7	Statement of Ownership (N.J.S.A. 52:25-24.2)	00305	<u>PT</u>
8	Affirmative Action Affidavit	00306	<u>PT</u>
9	If applicable, Acknowledgement of Receipt of Notices or Revisions or Addenda Of an Advertisement, Specifications or Changes to Bid Document Form	00307	<u>PT</u>
10	Certification of Nonsegregated Facilities	00308	<u>PT</u>
11	Certification of Bidder's Status	00309	<u>PT</u>
12	Bidder's Qualification Form	00400	<u>PT</u>
13	Subcontractor Listing (NJSA 40A: 11-16)	00401	<u>PT</u>
14	Business Registration Certificate (N.J.S.A. 52:32-44)	(00100, paragraph 1.30)	<u>PT</u>
15	Executive Order 117 Certification	(00100, paragraph 1.27)	<u>PT</u>
16	Public Works Contractor Registration	00402	<u>PT</u>
17	Certificate of Equal Opportunity	00403	<u>PT</u>
18	Certification of Affirmative Action Plan Contractors and Subcontractors	00404	<u>PT</u>
19	American Iron and Steel Certification	00405	<u>PT</u>
20	Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)	00406	<u>PT</u>

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

Kyle Conti Construction, LLC

Name of Contractor



Signature of Representative

Print: Paul Thomson

Title: Vice President

Date: 8-17-17

Note: This form is to help the bidder in preparing his proposal. All information must be filled out in this Section.

END OF SECTION

SECTION 00300

BID FORM

To: PASSAIC VALLEY SEWERAGE COMMISSION:Bid Submitted For: CONTRACT NO. B074 WITCO PROPERTY CONTRACTOR STAGING
AREA PROJECT

Pursuant to and in compliance with your Invitation to Bid and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Bidding Documents for the amount named in the proposal hereinafter described. In making this proposal the Bidder hereby declares that all provisions of Addenda which have been issued have been complied with in preparing bids.

Name of Bidder: Kyle Conti Construction, LLCBidder: Limited Liability Company
(Individual, Partnership, Corporation, Joint Venture; L.L.C. as case may be)Bidder's Business Address: 749 Clawson Ave, Hillsborough, N.J. 08844Telephone No.: 908-369-5100 Fax No.: [REDACTED]Date of Bid: 8-17-17

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual:
Residence of Individual:

(If Bidder is a Partnership, fill in the following blanks:)

Name and Title of Partner:

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of:

Name and Residence of President:

Name and title of person signing this bid form if not President (copy of authority to sign must be attached)

Name and Residence of Secretary:

(If Bidder is a Limited Liability Company, fill in the following blanks:)

Formed under the laws of the State of :

New Jersey

Name of Managing Member:

Kyle Conti

Name and title of person signing this bid form if other than Managing Member (copy of authority to sign must be attached)

Paul Thomson

The undersigned, as Bidder, declares that he/she is authorized to sign this Bid Form on behalf of Bidder; that he/she has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission (PVSC), in the form of the copy of the Contract deposited in the office of the PVSC, to perform all the work described in the Contract Specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the sums, exclusive of all taxes, proposed herein.

If this proposal shall be accepted by the PVSC, and the undersigned shall fail to contract as aforesaid, as specified in the General Conditions according to the address herewith given, that the contract is ready for signature, then the PVSC may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check and/or Bid Bond and the proceeds thereof for Ten Percent (10%); Not to exceed \$20,000 dollars (Bid Security) accompanying this proposal shall become the property of the PVSC and additionally the bidder shall be liable to PVSC for any and all damages accruing to PVSC by reason of said default; otherwise the accompanying check and/or Bid Bond, shall be returned to the undersigned.

Signature of Bidder with residence and business address:

749 Clawson Ave

Hillsborough, NJ 08844

Dated: 8-17-17

Corporate Seal:

Att: [Signature]

Name: Paul Thomson

Print: Paul Thomson

Title: Vice President

Other (Specify): _____

THE BIDDER AFFIRMS AND DECLARES:

- A. That he has carefully examined the site of the work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the work; the character, quality and quantity of existing materials. All difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the work; the general and local conditions; and all other items and conditions which may, in any way, affect the work or its performance.
- B. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.
- C. That the Bidder will execute work for the Allowance Items as directed by the Engineer. It is also understood and agreed that the Final Contract Payment for Allowance Items will be based upon such actual payments, and not on the approximate amount cited herein.
- D. That the Bidder declares the attached "Qualification Form" is in all respects a true and complete statement of the qualifications and financial condition of the Bidder.
- E. The price is exclusive of N.J. State and Federal Taxes.
- F. Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- G. He shall maintain for the duration of the work to be done under this contract, insurance in the amounts specified in the Contract. Upon execution of the Contract, the contractor shall furnish all certificates of insurance as required and set forth herein.
- H. That he understands and agrees to the conditions for liquidated damages.
- I. Upon completion, inspection and acceptance by P.V.S.C. of the work, CONTRACTOR shall turn over to P.V.S.C. the Maintenance Bond (Specification Section 00601) for the one (1) year Correction Period specified in the Contract Documents.
- J. The Bidder has clearly marked on the outside of the sealed envelope that contains his/her bid, the Bidder's name, contract name and number, and bid opening date.

DETERMINATION OF LOW BID. Determination of low bid will be made by comparing the total estimated bid price, which shall include the lump sum bid price and allowance.

A BID ON CONTRACT NO. B074

WITCO PROPERTY CONTRACTOR STAGING AREA PROJECT

ITEM	QUANTITY	LUMP SUM OR UNIT PRICE WRITTEN IN WORDS	BID PRICE WRITTEN IN FIGURES	
			Dollars	Cents
1	LUMP SUM	WITCO PROPERTY CONTRACTOR STAGING AREA Lump Sum (Must be written in words) <i>TWO MILLION SEVEN HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS</i>	<i>2,797,743</i>	<i>00</i>
2	ALLOWANCE	ALLOWANCE FOR PSEG UTILITY CONNECTION FOR <u>ONE HUNDRED FIFTY THOUSAND</u> Dollars Cents	\$150,000	00
3	ALLOWANCE	ALLOWANCE FOR TELECOMMUNICATIONS CONNECTIONS FOR <u>ONE HUNDRED FIFTY THOUSAND</u> Dollars Cents	\$150,000	00
4	ALLOWANCE	ALLOWANCE FOR ADDITIONAL AUTHORIZED WORK. FOR <u>TWO HUNDRED FIFTY THOUSAND</u> Dollars Cents	\$250,000	00

TOTAL BID PRICE (Sum of Item No. 1 through No. 4) (in Figures) \$ 3,347,743.00

Amount Written:

THREE MILLION THREE HUNDRED FORTY SEVEN
THOUSAND SEVEN HUNDRED FORTY THREE Dollars and NO Cents

The "Allowance Items" are intended to provide for work that may later be determined to be necessary for the completion of the project but is not covered in the bid specifications. Written authorization by the OWNER for utilization of any part of the allowances for any such work shall be required.

SECTION 00301

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Kyle Conti Construction, LLC, as Principal; and Berkley Insurance Company Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of Ten Percent (10%) of Amount Bid, Not to Exceed \$20,000 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 10th day of August 2017.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to:

CONTRACT NO. B074 – WITCO PROPERTY CONTRACTOR STAGING AREA PROJECT

NOW THEREFORE,

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of CONTRACT attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said CONTRACT, and shall in all other respects perform the agreement created by the acceptance of said Bid.

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

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

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

Principal: Kyle Conti Construction, LLC Paul Thomson PAUL THOMSON, VP
Surety: Berkley Insurance Company by: Michael S. Culnen Michael S. Culnen, Attorney-in-Fact

SECTION 00302
CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Berkley Insurance Company _____ (Name of Surety) corporation organized and existing under the laws of the State of DE and licensed to do business in the State of New Jersey, certifies and agrees, that if CONTRACT NO. B074 – WITCO PROPERTY CONTRACTOR STAGING AREA PROJECT is awarded to Kyle Conti Construction, LLC undersigned corporation will execute the Bond or Bonds as required by the CONTRACT Documents and will become surety in the full amount of the CONTRACT price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection hence with.

Signature of Surety by:  _____

Print Name: Michael S. Culnen _____

Title: Attorney-in-Fact _____

Address: 412 Mt Kemble Ave., Suite 310 N _____

Morristown, NJ 07960 _____

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)

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

Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830,

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

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2016**, which amounts have been certified by the Certified Public Accountant listed below:

KPMG, LLP, New York, New York

Surety Companies(y)	Capital and Surplus
Berkley Insurance Company	\$5,493,043,732

(3a) 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, 2017** is as follows:

Surety Companies(y)	Limitation
Berkley Insurance Company	\$455,938,000

(3b) 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 Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of **July 1, 2017** is as follows:

Surety Companies(y)	Limitation
Not Applicable	Not Applicable

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

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

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

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

CERTIFICATE

I, **Michael S. Culnen**, as Attorney-in-Fact, for Berkley Insurance Company, a corporation domiciled in the State of Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE. Further, this form and my signature can be used in Facsimile for the purposes stated within this Surety Disclosure Statement and Certification.



Michael S. Culnen

, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

NOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Michael S. Culnen; Cathy Knoke; or Pamela B. Lipkin-Sauertig of USI Insurance Services LLC of West Orange, NJ** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of July, 2012.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
 Executive Vice President & Secretary

Jeffrey M. Hafter
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of July, 2012, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10 day of August, 2017.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprinting and verification instructions (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2016

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	8,869,092
Common & Preferred Stocks		3,581,692
Cash & Short Term Investments		862,834
Premiums Receivable		1,408,458
Other Assets		<u>3,418,390</u>

<u>Total Admitted Assets</u>	\$	<u>17,940,465</u>
------------------------------	----	-------------------

Liabilities & Surplus

Loss & LAE Reserves	\$	9,199,960
Unearned Premium Reserves		2,661,678
Other Liabilities		<u>585,784</u>

<u>Total Liabilities</u>	\$	<u>12,447,422</u>
--------------------------	----	-------------------

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,839,504
Unassigned Surplus		<u>2,610,530</u>

<u>Total Policyholders' Surplus</u>	\$	<u>5,493,044</u>
-------------------------------------	----	------------------

<u>Total Liabilities & Surplus</u>	\$	<u>17,940,465</u>
--	----	-------------------

Officers:

President: William Robert Berkley, Jr.

Secretary: Ira Seth Lederman

Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)

William Robert Berkley, Jr.

Eugene George Ballard

Paul James Hancock

Carol Josephine LaPunzina

Ira Seth Lederman

Carl Fred Madsen

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Surety(ies) on the attached bond, hereby certifies(y) 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 (where applicable) 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, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

(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 and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(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 on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is:
\$ _____

SECTION 00303

BIDDER'S AFFIDAVIT

State of New Jersey)

ss:

County of Somerset)

Paul Thomson being duly sworn, deposes and says that he resides at

81 Bay Avenue, Atlantic Highlands, NJ 07716 that he is the Vice President
(Title)

of Kyle Conti Construction, LLC
(Name of Bidder)

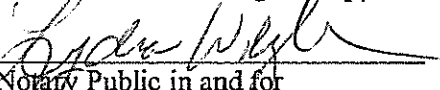
who signed the above Proposal or Bid, that he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.


(Affiant)

Paul Thomson

Sworn to and subscribed before me

this 17th day of Aug., 2017


Notary Public in and for

County, _____

LYDIA WITYK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50035951
My Commission Expires 4/25/2021

My Commission Expires

_____, 20____

SECTION 00304

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF Somerset ss.:

I, Paul Thomson, of the City of Atlantic Highlands in the County of Monmouth and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm of Kyle Conti Construction, LLC the bidder making the Bid for the above-named contract, and that I executed the said Bid with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the within Contract; and that all statements contained in said Bid and in this Affidavit are true and correct, and made with full knowledge that the **Passaic Valley Sewerage Commission** relies upon the truth of the statements contained in said Bid and in the statements contained in this Affidavit in awarding the Contract.

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

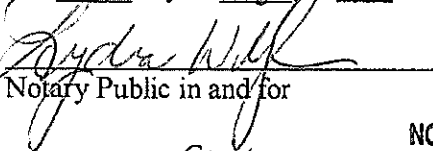
For breach or violation of this warranty the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.



(Affiant) Paul Thomson

Sworn to and subscribed before me

this 17th day of Aug., 2017



Notary Public in and for

County, _____

LYDIA WITYK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50035951
My Commission Expires 4/25/2021

My Commission Expires

_____, 20____

SECTION 00305

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: Kyle Conti Construction, LLC

Address of Business: 749 Clawson Ave, Hillsborough, NJ 08844

Name of person completing this form: Paul Thomson

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a 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."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☒ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: Kyle Conti (100% owner) Name: _____

Address:  Address: _____

Name: _____ Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a 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."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of

Paul Thomson
(Affiant)

Lydia Wityk, 20__.

(Notary Public)

Paul Thomson, Vice President
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

My Commission expires **LYDIA WITYK**
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50035951
My Commission Expires 4/25/2021

SECTION 00306

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with more than 50 employees)

Paul Thomson of the firm of Kyle Conti Construction, LLC
(name)


being sworn according to law on his oath deposes and says that:

1. I am authorized to make this affidavit on behalf of:

Kyle Conti Construction, LLC
(name of firm)

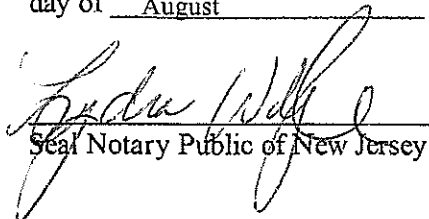
2. In addition an agreement to comply with an Affirmative Action Program for equal employment opportunity heretofore submitted as part of any pre-qualification statement, or under other conditions of this contract for a similar program, I/we do hereby further affirm that I/we will comply with the rules and regulations which will be promulgated by the State Treasurer as of the effective date therefor pursuant to the Affirmative Action Law (P.L. 1975, c. 127), as amended.

Paul Thomson, Vice President
Name and Title


Signature of Authorized Representative

Subscribed and sworn to
before me this 17th

day of August 2017.


Seal Notary Public of New Jersey

LYDIA WITYK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50035951
My Commission Expires 4/25/2021

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with fewer than 50 employees)

NOT APPLICABLE - KCC HAS MORE THAN 50 EMPLOYEES

I _____, of the (City, Town, Borough) of _____ in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

1. I am _____, of the firm of _____, a bidder making a proposal upon

**CONTRACT NO. B074 – WITCO PROPERTY CONTRACTOR STAGING
AREA PROJECT**

2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by the P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, (City, Town, Borough) of _____ until an affirmative action plan is approved. I am also aware that the contract may be terminated and the _____, may be debarred from all public contracts, for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Name and Title

Signature of Authorized Representative

Subscribed and sworn to
before me this _____

day of _____, 20__.

Seal Notary Public of New Jersey

SECTION 00307

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

PASSAIC VALLEY SEWERAGE COMMISSION

WITCO PROPERTY CONTRACTOR STAGING AREA PROJECT

(Name of Construction Project)

B074

(Contract No.)

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 notices, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be submit for rejection of the bid.

Addendum No.	How Received (mail, fax, Pick-up, etc)	Date Received
1	Fax	7-27-17
2	Fax	8-3-17
3	Fax	8-7-17

Acknowledgement by bidder:

Name of Bidder: Kyle Conti Construction, LLC

By Authorized Representative:

Signature:



Printed Name and Title: Paul Thomson, Vice President


Date: August 17, 2017

SECTION 00308

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.



Signature

8-17-17

Date

Paul Thomson, Vice President

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

SECTION 00309

CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

STATE OF New Jersey

COUNTY OF Somerset

I, Paul Thomson of the City of, in the State of, Atlantic Highlands, N.J.

full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm of Kyle Conti Construction, LLC, the
bidder making the Bid for the above named project; that I executed the said Bid, this
affidavit and all other bidding documents with full authority to do so; and that said bidder
is not now at the time of submission of this bid included on the State of New Jersey
Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: 
Deponent's Signature

Date: 8-17-17

Paul Thomson, Vice President
Deponent's Printed Name and Title

Subscribed and sworn to _____

before me this 17th day of August, 2017.


Notary Public of
My Commission expires _____, 20____.

LYDIA WITYK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50035951
My Commission Expires 4/25/2021

SECTION 00400

BIDDER'S QUALIFICATION FORM

1. Name of Contractor Kyle Conti Construction, LLC
2. How many years experience have you had in construction work of the same general type as this Contract? 17 years
3. Give information about the construction experience of the principals of your present organization who will be involved in the Contract:

Individual's Name	Present Position in Organization	Years of Construction Experience	Size and Type of Work	Proposed Position For This Contract
Kyle Conti	CEO	27	All Sizes & Types	Manager
Reggie Elsmann	Sr. Project Mngr.	47	All Sizes & Types	Manager
Richard Tyndall	Project Manager	30	All Sizes & Types	Manager
Dave Nulph	Superintendent	35	All Sizes & Types	Manager
William Beckett	Safety Specialist	30	All Sizes & Types	Safety
Paul Thomson	Vice President	28	All Sizes & Types	Manager

4. Give information about your present contract workload, or contracts to which you are committed:

Contract Price	Type of Construction	Location Of Work	Percentage Complete	Expected Completion Date	Name and Phone No. of Owner
	SEE SCHEDULE OF CONTRACTS IN PROGRESS FORM ATTACHED				

5. Has your organization, or any other partner thereof, failed to complete a construction contract? yes X no
6. **Provide five (5) references of projects similar in scope and size to that required under this Contract.** Give only engineers, architects or owner's representatives for whom you have done similar work.

<u>Name</u>	<u>Business Address</u>	<u>Telephone</u>	<u>Project</u>
-------------	-------------------------	------------------	----------------

SEE ATTACHED PROJECT LIST AND
PROJECT DESCRIPTION SHEETS

7. Is any litigation pending or threatened against your organization?
NO

8. Has your organization been denied award of any construction project where it was the lowest bidder? Yes

If yes, give details: On 6/30/17 Kyle Conti Construction (KCC) was the apparent low bidder on a Safety Improvements Project, Contract NO. 17011, for Somerset County, but Somerset County decided to award the contract to the 2nd lowest bidder based on the belief by Somerset County that KCC did not properly fill out one of the mandatory bid submittal forms.

9. Give as reference a surety company or companies regarding your organization's financial responsibility and general reliability:

Name of Surety Company Berkley Insurance Company, 412 Mount Kemble Ave, Suite 310N,
Name of Local Agent (if different) Morristown, NJ 07960
USI Insurance Services
300 Executive Dr. Suite 380, West Orange, NJ 07052

Local Address: _____

Telephone _____ 973-965-3100

Person familiar with Bidder's account: Michael Culnen

10. Give the names and telephone numbers of personnel in your organization authorized to participate in discussions of the proposed contract

<u>Name</u>	<u>Telephone</u>
Kyle Conti	908-369-5100
Warren Schumacher	908-369-5100
Paul Thomson	908-369-5100

SECTION 00401

SUBCONTRACTOR LISTING

Failure to complete this Section is cause for the bid to be rejected (See NJSA 40A:11-16).

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Plumbing and Gas Fitting and all kindred work	N/A	
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus and all kindred work	N/A	
Electrical Work	Barrier Electric	181 Ave. A, 2nd Fl Bayonne, NJ 07002
Structural Steel and Ornamental Iron Work	Erecting of stairs & platforms to be self-performed by Kyle Conti Construction, LLC	

(Attach additional pages as required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

Paul Thomson, Vice President

Name and Title of Authorized Representative


Signature of Authorized Representative

09/13/04

Taxpayer Identification# [REDACTED]

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

KYLE CONTI CONSTRUCTION, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

[REDACTED]

SEQUENCE NUMBER:

0758527

ADDRESS:

749 CLAWSON AVENUE
HILLSBOROUGH NJ 08844

ISSUANCE DATE:

09/13/04

EFFECTIVE DATE:

04/20/00

FORM-BRC(08-01)

John E. Tully
Acting Director

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



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 AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ 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 Kyle Conti Construction, LLC
(Including trade name if applicable)

Address 749 Clawson Avenue

City Hillsborough State N.J. Zip 08844 Phone 908-369-5100

Vendor Email Kyle@kconti.com 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
- ☐ 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.

All Officers of a Corporation or PC

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

All Equity partners of a Partnership

All Equity members of a LLC

Kyle Conti, CEO 100% Owner

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

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

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. (See Information and Instructions form.)

- 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.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

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.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

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.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

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.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

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.

Remove Contribution

Click the "Add a Contribution" tab to enter additional contributions.

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

- (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:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 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 Paul Thomson Print Name Paul Thomson

Title/Position Vice President Date 8-17-17

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.

SECTION 00402

PUBLIC WORKS CONTRACTOR REGISTRATION

1. In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A. 34:11 – 56.48 et seq.) amended by P.L. 2003, C091


"No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c150 (C34:11 – 56.26) unless the contractor is registered pursuant in this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c238 (C34:11 – 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A. 34:11 – 56.51)"

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L., 1963, c.150, (C.34:11 – 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A. 34:11 – 56.50)

2. Proof of registration is required before an award can be made:

"Each contractor shall, after the bid is made and prior the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." (N.J.S.A. 34:11-56.55)

3. On and after August 16, 2003 Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As practical matter, proof of registration should be submitted with the Bid]
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

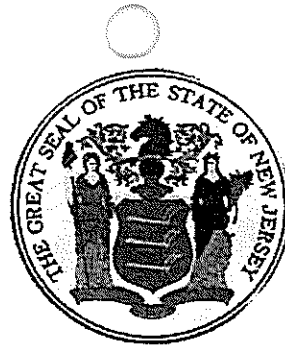

(Signature) 8-17-17
(Date)

Paul Thomson, Vice President

(Name and Title of Signer -
Please Type)

END OF SECTION

Certificate Number
607579



Registration Date: 07/11/2016
Expiration Date: 07/10/2018

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:

2016
Kyle Conti Construction, LLC

Responsible Representative(s):

Kyle Conti, President

Responsible Representative(s):

Paul Thomson, Vice-President

A handwritten signature in black ink, reading "Harold J. Wirths".

Harold J. Wirths, 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.

SECTION 00404

CERTIFICATION OF AFFIRMATIVE ACTION PLAN
FOR
CONTRACTOR AND SUBCONTRACTORS

Bidder's Name: Kyle Conti Construction, LLC

Address: 749 Clawson Ave, Hillsborough, NJ 08844

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et seq.

An affirmative action plan for construction contractors and subcontractors shall consist of the following elements:

1. Provisions in the construction contract containing language required by N.J.A.C. 17:27-3, 4(a) and N.J.A.C. 17:27-7.4, or
2. 41 CFR Part 60-2 and any existing Federally approved or sanctioned affirmative action program.

Paul Thomson, Vice President

8-17-17

(Date)


(Signature)

SECTION 00405

AMERICAN IRON AND STEEL CERTIFICATION

The Contractor acknowledges to and for the benefit of the Passaic Valley Sewerage Commission ("Purchaser") and the state of New Jersey (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ACKNOWLEDGEMENT BY BIDDER: Kyle Conti Construction, LLC
Name Bidder

Paul Thomson, Vice President
Name and Title By Authorized Representative


Signature of Authorized Representative

August 17, 2017
Date

- END OF SECTION -

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Witco Property Contractor Staging Area Project - Contract No. B074

Bidder Name: Kyle Conti Construction, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

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

Full Name (Print): Paul Thomson Signature: Paul I. Thomson

Title: Vice President Date: August 17, 2017

Kyle Conti Construction, LLC

Consent of Members

The undersigned, being all of the members (the "Members") of Kyle Conti Construction, LLC, a New Jersey Limited Liability Company, (the "Company"), hereby adopt the following resolution:

Explanatory Statement

The Members entered into an Operating Agreement dated April 20, 2000 (the "Agreement").

The Company wishes to delegate authority to certain employee, which authority typically reserved to the Members under the Agreement.

The Members executing the consent hold 100% of the Company membership and agree to the delegation of authority set forth herein.

NOW, THEREFORE, the Members hereby consent as follows:

RESOLVED that it is advisable that the Company delegate certain authority to the current Vice President, Paul Thomson, to permit the Company to more expeditiously conduct its business on a day to day basis; and it is

FURTHER RESOLVED that Paul Thomson be and hereby is authorized to perform the following functions for the Company so as to bind the Company in such matters:

- (a) Execute contracts with owners and/or general contractors.
- (b) Execute subcontracts for the Company.
- (c) Execute purchase orders for the Company

(d) Execute change orders, amendments, directives or other modifications to the above contract documents for the Company subject to any limits established by the Members on the project by project or contract by contract basis

(e) Execute bids for the Company.

(f) Open and operate all banking accounts associated with the Company

This consent may be executed in one or more counterparts, each of which shall be deemed an original and taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned Members have executed this Consent on the dates respectively set forth adjacent their signatures.

By: Kyle Conti

Date: 12-12-06

Kyle Conti - President.
[Print Name and Title]

Subscribed and sworn to before me this
20th day of December, 2006

Kristin Hagaman
Notary Public

KRISTIN HAGAMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 23, 2013
I.D. No. 2378262

KYLE CONTI CONSTRUCTION LLC
SCHEDULE OF CONTRACTS IN PROGRESS

<u>JOB NO.</u>	<u>OWNER</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>CONTRACT AMOUNT</u>	<u>PERCENT COMPLETE</u>	<u>EXPECTED COMPLETION DATE</u>	<u>NAME AND PHONE NUMBER OF OWNER</u>
				with Changes Orders			
16-004	Port Monmouth Flood Wall	Port Monmouth, NJ	Storm Flood Control	\$13,903,569.00	37.1%	Aug. 2018	
16-007 A	PNCT Phase 2a	Port Newark, NJ	Site Work	\$4,323,000.00	99.2%	Sept. 2017	
16-007 B	PNCT Phase 2b	Port Newark, NJ	Site Work	\$37,142,138.15	56.3%	Feb. 2018	

KYLE CONTI CONSTRUCTION LLC
Completed Project List

Job No.	Name of Owner & Complete Address	Name & Location of Project - Type of Work Performed by our Company	Prime	Sub	Original Contract Amount	Final/Adjusted Contract Amount	Start Date	Finish Date	Engineer in Charge & Phone Number	Extensions	Penalties	Lien	Job Status
16-007	Port Newark Container Terminal 241 Calcutta Street Newark, NJ 07114	This project consists of new infrastructure construction across a 60 acre site which KCC has previously been surecharged and stabilized by KCC. There was the handling and transport of nearly 400,000 tons of soil and value engineered the geotechnical aspects to ensure the stability. The work includes the construction of a state-of-the-art gate facility optical character recognition (OCR), weigh-in-motion (WIM) scales, RFID and TWIC readers and all the ancillary structures. A natural gas (LNG) Distributed Generation Power plant will be installed for back-up generation and peak-shaving. There will also be the expansion of the existing container yard (CY) to allow cargo handling operations with Straddle Carriers. This includes the cargo interchange areas (between street trucks and straddle carrier), which will also include new technologies to increase cargo velocity. There will be elevated areas to provide a critical equipment protection and safe assembly area to withstand the effect of future flooding due to extreme weather events to minimize impact to the operations and rolling stock assets. A relocated and expanded recer rack along with modern, energy efficient lighting systems using the most recent and effective technology will be implemented, and a new back-up server in the new gate area which will be fully contained in a single container (server-in-a-pod).	X		\$45,000,000.00		12/2016						56%
16-004	NY District Army Corps of Engineers 26 Federal Plaza New York, New York 10278	U.S. Army Corps of Engineers Hurricane and Storm Damage Reduction Project, Port Monmouth, NJ, Phase II-Contract 3 is the construction of 2,225 linear feet of concrete floodwall (T-wall section); 415 linear feet of sheet pile spliced onto an existing bulkhead along the marina; and 23 linear feet of new sheet pile wall that ties into high ground. A 32 feet long by 7.8 feet high steel roller gate closure structure will be installed across Old Port Monmouth Road. The road closure gate work includes installation of electric winches, lighting, and signage. The floodwall and road closure gate will be supported on steel H-pile foundations and a sheetpile cutoff wall will extend beneath their base. Additional project features include site grading, drainage swales with erosion control matting, stormwater outlet pipes, manholes, armor rock, bedding stone, excavation and backfill of beach sand at dune tie-in, articulating cellular concrete blocks, utility relocations, sluice gate control chamber, road resurfacing, traffic control and signs, fencing, guide rails, vibration monitoring, planting and seeding, soil erosion and sediment control measures, removal of two existing osprey nesting structures and the installation of three new structures, site restoration, and liability insurance. The work will be accomplished as part of a base bid contract with options.	X		\$13,687,687.00		9/2016						37%
16-P-05	Buckeye Partners 380 Maurer Road Perth Amboy, NJ 08861	This project was performed at the Buckeye Asphalt Plant and Terminal in Perth Amboy, and the scope of work included the maintenance and repair of the roads in the active facility in order to improve the roads for the heavy truck traffic. The scope of work included full depth base repairs to the existing roads, placement of geotextile pavement rehabilitation fabric, 5,000 tons of hot-mix asphalt, and the installation of new storm drain structures, and re-grading. This was all achieved while maintaining stringent safety standards and working within a very active, operating terminal with challenging logistics to coordinate the work with ongoing operations.	X		\$184,744.00		6/2016	6/2016					100%
16-002	Gloucester County Improvement Authority 109 Budd Blvd, West Deptford, NJ 08096	PMT-016 - GCIA Phase 1 Site Electrical & Miscellaneous Equipment Project at the Paulshoro Marine Terminal in Paulsboro, NJ included the construction of a new 15KV Electrical Substation; construction of over 100,000 LF of 2", 4" & 5" conduits in concrete-encased ductbanks, 90 each Precast Electrical Manholes and Handholes some weighing up to 16 Tons each, 9 each MV Pad-Mounted Transformers and associated concrete foundations, 17 new 100' tall High Mast Light Towers on 48" diameter by 25' deep Drilled Shaft Foundations, 240 Steel Pipe Bollards, a new Compressor Station for the Railroad Yard, the construction of a Truss over the railroad tracks for the support of inspection cameras, and all high voltage, medium voltage and low voltage electrical cables and terminations to distribute power to the entire new shipping terminal.	X		\$6,360,600.00	\$6,968,489.00	2/2016	1/2017					97%
16-001	South Jersey Port Corp Broadway Holtec Technology Center Camden, NJ	South Jersey Port Corporation - Broadway Terminal, at the newly built Holtec Technology Center in Camden, NJ. KCC performed the underground utility work for Railroad Construction of South Jersey as part of the RR track improvements constructed by RCC-SJ. KCC's scope of work included: reinforced concrete culvert pipe, inlets, tie-ins to existing MH structure, ductile iron water pipe, fittings for tie-in, and the removal of existing water mains that were abandoned.		X	\$182,475.00		1/2016	3/2016					100%

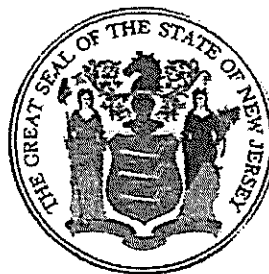
Job No.	Name of Owner & Complete Address	Name & Location of Project - Type of Work Performed by our Company	Prime	Sub	Original Contract Amount	Final/Adjusted Contract Amount	Start Date	Finish Date	Engineer in Charge & Phone Number	Extensions	Penalties	Lien	Job Status
15-008	Princeton University Facilities Procurement Office E.A. MacMillan Building Annex, Princeton, NJ 08544	Carnegie Lake Dam Repairs - Phase Two, Princeton, NJ (a Continuation of a recently completed Phase One) consists of the complete structural rehabilitation of the remaining half of the historic concrete dam that spans Carnegie Lake. The Scope of Work Includes: Temporary Sheetpile Cofferdams, Dewatering, Temporary Access Roads, Removal of Deteriorated Concrete, and reconstruction of the dam with structural concrete using color additives to blend with the color of the historic structure.	X		\$6,745,963.19		11/2015	12/2016					100%
15-007	Port Newark Container Terminal 241 Calcutta Street Newark, NJ 07114	PNCT - Demolition of Seven Buildings for the PNCT Phase 2 Expansion Project at Port Newark, NJ. The scope of work included the demolition of 671,000 SF of Warehouse Buildings, along with the building foundations, adjacent pavement and abandoned utilities. All demolition debris was recycled to the maximum extent possible. All concrete rubble and asphalt pavement was crushed, processed, and stockpiled on-site for the future re-use by the owner. After the buildings were demolished, all building pads were backfilled and re-graded. All work was safely performed in a very active, operating container terminal.	X		\$3,894,797.02		10/2015	3/2016					100%
15-006	Gloucester County Improvement Authority 109 Budd Blvd, West Deptford, NJ 08096	PMT-013 - GCIA Paulsboro Marine Terminal Stage 1 Rail & East Parcel Development - Contract PMT-013, Paulsboro, NJ. The scope of work included: demolition work and site preparation; importing, placing, compacting and grading 70,000 CY of Borrow Soil over the 35-Acre site; 5,300 LF of new watermain and fire hydrants; 2,800 LF of HDPE compressed air lines; 9,000 LF of concrete-encased Elec/Comm. ductbanks along with 61 Elec/Comm Manholes & Handholes; importing, placing, compacting and grading 104,000 Tons of Dense Graded Aggregate; construction of 2,520 LF of 6' wide x 20" thick reinforced concrete pavement for RTG Runways; and, the construction of 18,000 LF of new RR track and associated ballast, subballast, switches and precast grade crossings.	X		\$14,777,777.00	\$15,542,081.00	7/2015	2/2017					98%
15-005	Somerset County Park Commission 20 Grove Street Somerville, NJ 08876		X		\$335,784.00		1/2016	12/2016					100%
15-004	New Jersey Department of Transportation 1035 Parkway Ave. Trenton, NJ 08635	Contract No. 041985280 - Prospect Street Bridge over Morristown Line, CR 513 - Bridge replacement with widening and roadway improvements consisting of 481 LF of prestressed concrete slab beam, 28 U reinforced elastomeric bearing assembly, and 2,350 SF of masonry repointing.	X		\$3,118,824.00	\$3,317,942.00	4/2015	1/2017					100%
15-003	Port Newark Container Terminal 241 Calcutta Street, Newark, NJ 07114	Emergency snow plowing which consisted of both plowing and loading snow into trucks for removal to another location for PNCT on an as-needed basis throughout the winter in order to assist in ensuring their 24/7 operation as one of the leading terminals at Port Newark.	X		\$22,724.00	\$22,724.00	1/2015	1/2015		No	No	No	100%
15-008	Princeton University Facilities Procurement Office E.A. MacMillan Building Annex, Princeton, NJ 08544	Contract No. FC1002594D - Carnegie Lake Dam Repairs - Phase 1-4, located in Princeton, NJ. The scope of work included: Site Clearing, Temporary Sheet Pile Cofferdams, Dewatering, Removal of Deteriorated Concrete from the 100-year old Dam, and the Reconstruction of the Concrete Buttresses, the entire Downstream Face of the Dam, and Crest of Dam for roughly 690 LF. All work was performed safely, in an environmentally responsible manner, and in accordance with the NJDEP and SHPO permits.	X		\$7,205,928.00		5/2015	4/2017					100%
15-001	Railroad Construction Company, Inc. 75-77 Grove Street, Paterson, NJ 07503	RCC Job #R131343, at Hartz Elizabeth, Elizabeth, NJ. The scope of work included the removal and relocation of approximately 5,000 CY of stockpiled soil that was in the way of the new RR siding that was being installed by Railroad Construction in a tightly restricted PANYNJ work area; and, all disturbed areas were re-graded.		X	\$38,290.00	\$38,290.00	1/2015	1/2015		No	No	No	100%
14-005	New Jersey Water Supply Authority PO Box 5196 1851 Route 31 Clinton, NJ 08809	Contract Nop. WSA C15016 - Rehabilitation of Cherry Tree Lane Spillway on the Delaware & Raritan Canal at Station 1269+65, located in Lawrence Township, Mercer County, NJ: Scope of Work Includes: Dewatering, Removal of Deteriorated Concrete, and Reconstruction of Reinforced Concrete Spillway.	X		\$25,000.00	\$25,000.00	12/2014	12/2014		No	No	No	100%
14-004	Middlesex County Utilities Authority 2571 Main Street Sayreville, NJ 08872	Contract No. 14-17SW: Construction of Cell No. 7 Rip Rap Channel at the Middlesex County Landfill including filter fabric, riprap, HDPE liner gas flaps over all cleanout wyes, new snper silt fence and all appurtenances. A gabion mattress channel between cells 6 and 7 as well as repairs/upgrades to contact stormwater inlets 6B. The control of stormwater runoff and the generation of leachate and erosion control measures. Seeding and erosion control matting, and the protection of all work and restoration in work areas as required.	X		\$977,779.00		1/2015	3/2015		Yes	No	No	100%
14-003	New Jersey Water Supply Authority 1851 Route 31, Clinton, NJ 08809	Contract No. WSA Q15013 - Repair of Middle Sluice Gate at the Kingston Lock on the D&R Canal, Princeton, NJ. Controlled water by installing plastic onto the existing stop logs and pumping out the center chamber to gain access. There was minor spill repair under the existing stem by saw cutting, chipping, and patching the concrete. Core drill through the existing stem; install the washer plate on the bottom, install through bolts, and install the base plate, completing by bolting full assembly together. The removal of any and all debris in the chamber to free up the sluice gate system.	X		\$9,997.00	\$9,997.00	12/2014	12/2014		No	No	No	100%

Job No.	Name of Owner & Complete Address	Name & Location of Project - Type of Work Performed by our Company	Prime	Sub	Original Contract Amount	Final/Adjusted Contract Amount	Start Date	Finish Date	Engineer in Charge & Phone Number	Extensions	Penalties	Lien	Job Status
14-002	Monmouth County Main Street Freehold, NJ 07728	RFB #F-126-2014: Replacement of Bridge 0-10 on Sunset Avenue Over Deal Lake in the Township of Ocean and the City of Asbury Park, NJ: Scope of work includes: Detour of Traffic, Bridge Demolition, Temporary Cofferdams, Dewatering, Pile Driving, Reinforced Concrete Piers, Abutments, Wing Walls, Pre-Stressed Concrete I-Beams, Concrete Bridge Deck and Parapets, and new Paved Approaches to both sides of the bridge.	X		\$7,444,447.00		1/2015	6-2016		No	No	No	100%
14-001	Middlesex County Utilities Authority 2571 Main Street Sayreville, NJ 08872	MCUA #14-2SW Contact Stormwater Basin & Appurtenances at the Middlesex County Landfill, East Brunswick, NJ Construction of new 5 Acre Double-Contained Detention Basin for Stormwater Run-off at the Landfill, consisting of a Geosynthetic Clay Liner, 60 Mil HDPE Liner, Geotextile, 6" of DGA and a 4" thick Asphalt Pavement Overlay. 295 LF of Precast Concrete Box Culverts and associated Precast Concrete Wingwalls were installed to direct the stormwater to the new basin. Additional work involved Milling and Paving of Landfill Access Roads, Security Fencing, Super Silt Fence, Excavation and Grading of Municipal Waste, and Rip Rap Lined Channels.	X		\$3,250,500.00	\$3,896,567.00	6/2014	1/2015		No	No	No	100%
13-008	AMTRAK 2955 Market Street Philadelphia, PA 19104	Design/ Build Raised Platforms & Cable Tray Walkways On the North East Corridor from Trenton to New Brunswick, NJ Amtrak Contract No. 950001066 Design and Construction of 23 each, Pile-Supported, Galvanized Structural Steel Platforms for new elevated Signal Houses, along with Cable Entrances, Access Stairs, Safety Railings, and High Security Fencing, as well as the construction of 780 LF of Pile-supported Galvanized Structural Steel Cable Tray Walkways, Cable Transitions, Safety Railings and Stairs. The project involved work along 18 miles of the Northeast Corridor, from Hamilton Twp to North Brunswick, NJ. Much of the work was performed from Hi-Rail Equipment that occupied Track #1 during Pre-planned Track Outages. All workers were Track Safety Trained by Amtrak.	X		\$9,522,058.00	\$11,735,192.00	1/2014	8/2014		Yes	No	No	100%
13-007	New Jersey DOT 1035 Parkway Ave. Trenton, NJ 08625	Rt. 29 Bridge over Wickecheoke Creek, Bridge Deck and Superstructure Replacement, Structure No. 1007-159, Contract No: 022113130; Borough of Stockton, Township of Delaware, Hunterdon County: Federal Project No: STP-0321 (103), UPC No: 133130, PE No: 1007514, CE No: 1007515, DP No: 13136: Scope of Work includes: Maintenance and Protection of Traffic, Saw-Cutting, Dismantlement, Demolition and Reconstruction of Superstructure and Backwalls. Reconstruct the bridge one half at a time, using Temporary Traffic Signals to maintain one lane of traffic on the bridge during the entire project.	X		\$1,626,434.00	\$1,508,714.00	11/2013	11/2014		No	No	No	100%
13-005	Mercer County Improvement Authority 1609 North Olden Ave Ewing, NJ 08638	Tipping Floor Replacement at Solid Waste Transfer Station, Mercer County, Ewing, NJ. Scope of Work includes: demolition and reconstruction of a 9,200 SF Tipping Floor and Four Truck Entrances in phases without interrupting the operations of the Waste Transfer Station. The New Tipping Floor consisted of a 9" thick Asphalt Pavement placed over a 10" thick DGA Subbase, and the New Truck Entrances were constructed of a 12" thick Reinforced Concrete Pavement placed over compacted subgrade.	X		\$194,435.00		9/2013	9/2013		No	No	No	100%
13-004	NJ Transit One Penn Plaza East Newark, NJ 07105	Contract #13-082X - Newark City Subway Base Facility Extension, located in Bloomfield, NJ: Scope of Work includes: 6,840 SF Extension to Existing LRV Storage Building; Site Preparation, Track Removal, Foundation Excavation, Cast-In-Place Footings, Piers & Grade Beams, and Slab-On-Grade, along with Structural Steel, Insulated Metal Wall Panels and Roof Panels, CMU Masonry, Painting, Doors and Windows, Electrical Work, Sprinkler System, Fire Alarm System, Plumbing, HVAC, and Site Restoration.	X		\$1,554,215.00		3/2014	8/2015		No	No	No	100%
13-003	NJ Transit One Penn Plaza East Newark, NJ 07105	Contract #13-056x - Lower Hack Railroad Bridge Emergency Generator Pad, Jersey City, NJ Scope of Work includes: Site Preparation, Clearing, Drilled Shaft Deep Foundations, Cast-In-Place Reinforced Concrete Generator Slab, New Stairs, Fencing and Site Restoration. All workers received NJ Transit Track Safety Training.	X		\$363,363.00	\$443,029.00	11/2013	7/2014		No	No	No	100%

Job No.	Name of Owner & Complete Address	Name & Location of Project - Type of Work Performed by our Company	Prime	Sub	Original Contract Amount	Final/Adjusted Contract Amount	Start Date	Finish Date	Engineer in Charge & Phone Number	Ext en sion s	Pe na lty es	Li en s	Job Status
12-004	Port Newark Container Terminal 241 Calcutta Street Newark, NJ 07114	Light Duty Straddle Carrier Shop (LDSS) Building - Port Newark, NJ; The shop was specifically designed for the maintenance and repair of PNCT's new "one over three" Straddle Carrier fleet. Steel H-piles will be driven approximately 60 feet deep through the underlying fill materials and organic layer until reaching the load-bearing dense sands below. The pile driving work will be followed by the construction of reinforced concrete pile caps, grade beams, and piers that will support the steel superstructure. Clusters of six foot tall anchor bolts will require accurate placement in the concrete foundations by KCC's crews in order to secure the steel superstructure to the pile-supported foundations.	X		\$2,762,095.00		P	2/2014		No	No	No	100%
12-002	Port Authority of NY&NJ One Madison Ave. 7th Floor New York, NY 10010	Phase 2 Full Buildout of Express-Rail, Port Newark, NJ Eleven-Acre Transloading Facility modernization to improve efficiency of existing facility to handle a minimum of 700 containers daily by constructing 8,300 LF of RTG Runways, 9,400 LF of new Railroad Tracks with Switches and 650 CY of reinforced concrete for the RTG tie-downs.	X		\$14,948,176.00	\$16,351,941.00	12/2013	11/2016		No	No	No	100%
12-001	Twp. Of Bernardsville 166 Mine Brook Road Bernardsville, NJ 07924	Cleanpp - Hurricane Sandy Disaster Relief, Bernardsville, NJ - Tree removal of varying diameters, miscellaneous cleanup as requested by Owner.	X		\$352,694.54		9/2012	11/2012		No	No	No	100%
11-012	Port Newark Container Terminal 241 Calcutta Street Newark, NJ 07114	Port Newark Container Terminal Expansion - Phase One, Port Newark, NJ KCC performed this project as the Managing Partner of a Joint Venture with Intercounty Paving Associates. All work was governed by Port Authority Specifications and Inspections. KCC scheduled and managed the entire project and self-performed roughly 60% of the work, which involved a 33-Acre expansion of the PNCT Container Terminal. The work was performed in Three Stages in order to sequence the work with the operating facility. Major items included over 900,000 cubic yards of earthmoving, over 150,000 SY of Grading, and placing 107,000 Tons of heavy-duty Port Authority Hot Mix Asphalt Pavement, and 9,000 SY of 12" to 15" thick Concrete Pavement. Other work included: pile driving and reinforced concrete pile caps for five new high mast light towers, extensive underground ductbanks for new power and communications systems, fire and water lines, drainage, striping, fencing and Electrical work. A special feature of the project involved the wholesale relocation of a 36' tall by 360 foot long Reefer Rack by jacking and placing the entire structure on a series of remotely controlled motorized dollies, and then carefully transporting the entire structure almost 1,400 feet from its existing location to a newly constructed concrete foundation where it was lowered onto new anchor bolts and secured in position.	X		\$19,243,439.00		2/15/12	2/2013		Yes	No	No	100%
11-011	Delaware River Port Authority 2 Riverside Drive, One Port Center Camden, NJ 08101	Penn's Landing Ferry Barge Rehabilitation - Philadelphia, PA Repair existing floating barge. Replacement of existing electrical features and other misc. items. Boarding barge plate and stiffener repairs.	X		\$572,000.00		2/1/12	6/12		No	No	No	100%
11-010	New Providence Township 360 Elkwood Avenue New Providence, NJ 07974	9/11 Remembrance Garden New Providence, NJ: Erection of steel fragment from the World Trade Center in New Providence Park as a 9/11 memorial. Steel base installed on a concrete slab foundation.		X	\$8,500.00		9/1/11	9/2/11		No	No	No	100%
11-005	The Children's Institute School One Sunset Ave Verona, NJ 07044	The Children's Institute School, Verona NJ Repair and Restoration - Repair of Drain Pipe, Restoration of stairs, removal of existing parking lot and the repaving of it. Repair of the brick veneer on the building		X	\$594,188.00		06/21/11	8/2011		No	No	No	100%
11-004	Conti Enterprises Inc. 2045 Lincoln Highway Edison, NJ 08817	T100.137 NJ Turnpike Bridge Deck Reconstruction, Misc. Structural & Roadway Improvements, and Repainting of Structural Steel No. E109.83 in Essex & Hudson Counties; KCC duties as a subcontractor are: Spall Repair types 1,2,5,6, HPC on abutments and piers. Spall repair at bearing seat, and repoint stone masonry and Emergency Response		X	\$3,484,032.00		8/15/11	4/2015		No	No	No	100%

Job No.	Name of Owner & Complete Address	Name & Location of Project - Type of Work Performed by our Company	Prime	Sub	Original Contract Amount	Final/Adjusted Contract Amount	Start Date	Finish Date	Engineer in Charge & Phone Number	Extensions	Penalties	Lien	Job Status
11-002	Gardiner & Theobald 317 Madison Ave. 19th Floor New York, NY 10017	Fulton Ferry Park Granite Steps at Carousel Plaza- Construction of Granite Steps at Jane's Carousel at Empire Fulton Ferry State Park, Brooklyn, NY- This high profile waterside project on the boardwalk adjacent to the Brooklyn Bridge entails the erection of 554 granite seats surrounding the Fulton Ferry Park carousel on the East River. Working near to pre-revolutionary war building structures and waterside for the construction manager, Skanska USA Building, Kyle Conti Construction constructed core and drill granite steps while coordinating JIT deliveries and work around a substantially finished park.		X	\$175,000.00		6/17/11	7/17/11		No	No	No	100%
11-001	Borough of High Bridge 71 Main St. High Bridge, NJ 08829	Rehabilitation of Lake Solitude Dam Contract No. LS-2011 - High Bridge NJ - Clearing & grubbing, demo of portions of existing structure, soil remediation, modifications of existing Penstock, construction of new concrete headwall & footing at the inlet pipe, slip lining existing 78" diameter Penstock with new 48" diameter HDPE pipe. Furnish & install sluice gate, grouting annular space between HDPE and existing Penstock pipe, drilling & installation of grout tubes, & grouting existing cooling water pipes. Rehab of existing stone masonry walls of existing spillway and retaining walls. Concrete resurfacing, construction of post-tensioned concrete toe block, sheet piling, construction of Roller Compacted Concrete, raising the earthen embankment of the dam as well as filling and regrading upstream slope of shoreline.	X		\$2,627,683.00		6/1/11	2/24/12		No	No	No	100%

Certificate Number
622972



Registration Date: 03/20/2016
Expiration Date: 03/19/2018

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:

Barrier Electric Company, Inc.
2016

Responsible Representative(s):
John Barrier, President

Responsible Representative(s):
Richard Cirminello, Vice-President

A handwritten signature in black ink, reading "Harold J. Wirths".

Harold J. Wirths, 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
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

BARRIER ELECTRIC CO INC
JOHN BARRIER
181 Avenue A 2nd Floor
Bayonne NJ 07002-5110

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors
HAS LICENSED
BARRIER ELECTRIC CO INC
Electrical Business Permit

01/25/2012 TO 03/31/2015

VALID

34EB00837600

SIGNATURE

NOTED

01/25/2012 TO 03/31/2015
VALID

34EB00837600

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Exam. of Electrical Contr
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

BARRIER ELECTRIC CO INC

EXPIRATION DATE 2015

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 34EB 00837600 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Exam. of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

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

HOME ☐
BUSINESS ☐

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

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
BARRIER ELECTRIC COMPANY, INC.

TRADE NAME:

ADDRESS:
**181 AVENUE A
BAYONNE NJ 07002**

SEQUENCE NUMBER:
0103181

EFFECTIVE DATE:
10/29/84

ISSUANCE DATE:
02/06/08

John J. Zuccione
Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

Paulsboro Marine Terminal –

Stage1 Rail & East Parcel Development - GCIA

Contract PMT-016 - Total Project Value = \$7 Million



Contract PMT-016 is the second of two back-to-back, fixed price contracts totaling \$22.5 Million that KCC successfully performed at the new 175-Acre Marine Terminal on the Delaware River in Paulsboro, NJ. KCC worked directly for the Gloucester County Improvement Authority (GCIA), which is the contracting agent for the operator of the facility, the South Jersey Port Corporation.

Through a well-coordinated and organized approach, KCC was able to meet the aggressive deadlines established for both contracts. All work was completed on-time and on budget, and within an 18-month period. Most of the work was self-performed by KCC's crews, with specialty subcontractors performing the drilling work and electrical work.



Contract PMT-016 extended and completed the medium voltage electrical distribution infrastructure work that KCC had just constructed in their previous contract PMT-013 at the new marine terminal site. Contract PMT-016 required the installation of an additional 40,000 LF of 2", 4" & 5" Schedule 40 PVC conduits in concrete-encased duct banks, along with 31 precast concrete electrical and communications manholes and handholes that weighed up to 16 Tons each.

The medium voltage power was distributed through 9 new Medium Voltage pad-mounted transformers, mini-power centers, and panelboards. The electrical work also included the furnishing, installation, termination, testing and commissioning of all high voltage, medium voltage cables and switchgear that provided power to the marine terminal and the recently constructed wharf on the Delaware River.

Installation of a new high voltage electrical service to provide power to the new marine terminal was coordinated with Atlantic City Electric (ACE), the local utility, which provided 12 KV power to a new 14' wide x 66' long Substation/Power Distribution Center (PDC) that was prefabricated at an off-site facility and transported to the site by truck in two modules. KCC prepared a lifting plan in advance and used a 110 Ton hydraulic crane and special rigging to hoist, set and assemble the 49,000-pound PDC modules on the previously prepared PDC foundations.

KCC designed and constructed the PDC Foundation System using custom fabricated Helical Piles that supported reinforced concrete pile caps, all of which had to be very accurately planned and installed using templates in order to accommodate multiple groups of ductbanks that tied into the floor of the Substation.



Paulsboro Marine Terminal –

Stage1 Rail & East Parcel Development - GCIA Contract

PMT-016



In order to provide appropriate illumination for the night time operation of the completed marine terminal, an important feature of the new electrical infrastructure was the installation of 17 new, 100 foot tall High Mast Light (HML) Towers and associated lighting controls. The HML's were distributed throughout the new marine terminal and were designed to withstand 115 mph wind loading. KCC installed the HML's on 48" diameter, reinforced concrete, Drilled Shafts that were constructed to depths of 25 feet below the ground surface.

In order to protect the newly installed light towers, transformers, and fire hydrants from potential collisions and damage from the marine terminal truck traffic, KCC installed approximately 240, concrete-filled, steel pipe bollards that were set into reinforced concrete footings and painted Safety Yellow.

Since the site was previously used as a petro-chemical production facility, there were several underground areas where contaminated soil and groundwater could have been encountered during the trenching and excavation operations. Therefore, KCC prepared a site specific Health & Safety Plan (HASP) and provided full-time Health & Safety oversight during the entire project to assure compliance with the HASP, and to ensure that the workers were provided with the appropriate PPE and monitoring.

KCC was also responsible for providing all Quality Control and Quality Assurance Testing services with an independent testing laboratory for the project to document that all work met the specified quality standards for the project.



After KCC had been working on the Paulsboro Marine Terminal project for several months the on-site Construction Manager wrote the following unsolicited endorsement of KCC's Project Team:

"In the past 4 months working with the KCC team on the Paulsboro Marine Terminal, it is very apparent Kyle Conti Construction is a first class professional organization. I find the entire KCC team, from laborer to superintendent, to be safety conscientious, operationally efficient and quality minded. This spirit comes from the leadership of Kyle Conti who I find extremely passionate in the manner in which he runs his construction company."

KCC also appreciated the opportunity of working with the GCIA, the Engineer of Record - CH2M, and the Construction Manager – AECOM, as a team on this important new marine terminal for the South Jersey Port Corporation.

Owner Project Reference: Mr. Mario Christina, Project Manager for the Gloucester County Improvement Authority

Phone Number: (856) 423-5318, extension #124

Email: mchristina@gcianj.com

Paulsboro Marine Terminal

Stage1 Rail & East Parcel Development - GCIA

Contract PMT-013 - Total Project Value = \$15.5 Million



Contract PMT-013 is the first of two back-to-back, fixed-price contracts totaling \$22.5 Million that KCC successfully performed at the new 175-Acre Marine Terminal on the Delaware River in Paulsboro, NJ. KCC worked directly for the Gloucester County Improvement Authority (GCIA), which is the contracting agent for the operator of the facility, the South Jersey Port Corporation.

Through a well-coordinated and organized approach, KCC was able to meet the aggressive deadlines established for both contracts. All work was completed on-time and on budget, and within an 18-month period. Most of the work was self-performed by KCC's crews, with specialty subcontractors performing the drilling work, electrical work and the railroad track work.



70,000 cubic yards of fill material was imported, placed, compacted and graded to raise the elevation of the 40 Acre work area. KCC's GPS-guidance system helped to expedite the earthwork. Concurrent with the earthwork, KCC's crews commenced the construction of the underground utilities to create the new site infrastructure.

In addition to sanitary sewer and storm drainage improvements, KCC's crews constructed 5,300 LF of new 8", 10" & 12" diameter water mains and fire lines along with 13 new Fire Hydrants. In conjunction with the underground utility work, KCC installed over 1,100 LF of 16", 18" & 20" diameter steel casing pipes at 22 locations throughout the site where the new underground utilities crossed under the new railroad tracks. All steel casing pipes were installed in accordance with Conrail Pipe Occupancy Standards.

KCC constructed an extensive concrete-encased, underground power and communications ductbank system for the new marine terminal that included the installation of over 50,000 LF of 2", 4" & 5" Schedule 40 PVC conduits along with 62 precast concrete electrical and communications manholes and handholes that weighed up to 16 Tons each, and required grounding.

Since the site was previously used as a petro-chemical production facility, there were several underground areas where contaminated soil and groundwater could have been encountered during the trenching and excavation operations. Therefore, KCC prepared a site specific Health & Safety Plan (HASP) and provided full-time Health & Safety oversight during the entire project to assure compliance with the HASP, and to ensure that the workers were provided with the appropriate PPE and monitoring.



Paulsboro Marine Terminal –

Stage1 Rail & East Parcel Development - GCIA

Contract PMT-013



After the site utilities were installed, KCC focused on the construction of the surface improvements, which included importing, placement and grading of 100,000 Tons of Dense Graded Aggregate Surface Course, spread to a thickness of 10" over the 40-Acre work area.

Because the new marine terminal is an intermodal facility, the project also required the construction of 18,000 LF of new, continuously welded railroad tracks with wood ties, along with associated turn-outs and switches, nine new precast concrete grade crossings, and a tie-in to the nearby Conrail tracks. The new tracks required the importing, placement and grading of over 30,000 Tons of Sub-ballast and Ballast stone that met Conrail specifications.

To serve the new Rubber Tire Gantry (RTG) Cranes at the heart of the new terminal, KCC constructed a pair of parallel, reinforced concrete RTG Runways that flanked the four yard tracks. In order to construct the 2,500 LF of RTG Runways, KCC's crews formed, placed, finished and cured approximately 530 CY of 4,000 psi concrete.

An entire compressed air system was installed for the new rail system consisting of a Pre-Packaged Air Compressor Station and almost 3,000 LF of 3" diameter HDPE air lines distributed to 14 compressed air stations along the new railroad tracks.



KCC was also responsible for providing all Quality Control and Quality Assurance Testing services with an independent testing laboratory for the project to document that all work met the specified quality standards for the project.

After KCC had been working on the Paulsboro Marine Terminal project for several months the on-site Construction Manager wrote the following unsolicited endorsement of KCC's Project Team:

"In the past 4 months working with the KCC team on the Paulsboro Marine Terminal, it is very apparent Kyle Conti Construction is a first class professional organization. I find the entire KCC team, from laborer to superintendent, to be safety conscientious, operationally efficient and quality minded. This spirit comes from the leadership of Kyle Conti who I find extremely passionate in the manner in which he runs his construction company."

KCC also appreciated the opportunity of working with the GCIA, the Engineer of Record - CH2M, and the Construction Manager – AECOM, as a team on this important new marine terminal for the South Jersey Port Corporation.

Owner Project Reference: Mr. Mario Christina, Project Manager for the Gloucester County Improvement Authority
Phone Number: (856) 423-5318, extension #124
Email: mchristina@gcianj.com

**AMTRAK (NATIONAL RAILROAD PASSENGER CORPORATION)
DESIGN-BUILD CONTRACT #9500001066
RAISED PLATFORMS AND CABLE TRAY WALKWAYS FOR THE NEC
NEW JERSEY HIGH SPEED RAIL IMPROVEMENT PROJECT
CONTRACT VALUE: \$11,735,000**



Amtrak Raised Platforms and Cable Trays

Completion 2014



Kyle Conti Construction, LLC competitively bid and won this challenging Design-Build fast-track construction contract with Amtrak as part of the \$450 million New Jersey High Speed Rail Improvement Project on the North East Corridor (NEC) from Trenton to New Brunswick, New Jersey. KCC managed and scheduled all work on this project, self-performed most of the construction work at the site, and worked very closely with its consulting engineer, steel fabricators and vendors to produce and deliver the custom fabricated structural steel structures and other components on an accelerated basis to meet the aggressive deadlines that were established by Amtrak.



Over a period of four months, January through April, KCC completed approximately 90% of the original contract work during a combination of single week-night Track Outages, Day time Track Outages, a 55-Hour Continuous Weekend Outage, and Day time work performed without Track Outages. One of the many challenges on this project was the need for KCC to be flexible in the scheduling and re-scheduling of the crews for the variable work hours and variable working conditions that resulted from frequent changes to the Track Outage Schedule. Logistically, the project was also challenging due to the fact that the work was spread over a length of 18 miles, most of which required the use of Hi-Rail Equipment for access to the work areas.



All members of KCC's work force received Amtrak Track Safety Training prior to the commencement of the field-work and all Hi-Rail Equipment required inspection by Amtrak prior to use on the tracks. All work was safely performed under the oversight of Amtrak Track Protection personnel and all work was performed adjacent to high speed passenger trains, including NJ Transit trains traveling at 80 mph, and the Acela that travels at 130 mph. Hi-Rail Equipment was provided and used by KCC for the deployment of construction materials to the work areas located adjacent to Track #1, and Hi-Rail equipment was used for installation of the Raised Platforms and Cable Tray Walkways, as well as providing logistical support for KCC's crews.



The work performed in this contract allows Amtrak to install new cables and equipment for upgrades to the ET (Electric Traction) and C&S (Communications and Signal) infrastructure along this section of the NEC. A total of 23 Raised Platforms were installed for the support of new Signal Houses and Transformers, and 780 Lineal Feet of new Cable Tray Walkways were installed in rocky areas where the Cable Plow was unable to create a trench for the direct burial of the ET and C&S Cables.



For this Design-Build contract KCC performed all conceptual design services for the Raised Platforms, Cable Tray Walkways, and related accessories. KCC hired Garden State Surveying and Planning as their consulting engineer for all the performance of all survey work, CADD preparation, final engineering designs, and all engineering calculations.

The designs that were developed and implemented by KCC on this fast-track project maximized the use of off-site fabrication techniques in order to minimize the amount of assembly work performed at the site. Foundation designs included Helical Screw Piles and Rock-Socketed Piles for the support of the Raised Platforms and Cable Tray Walkways in soft ground conditions as well as in hard rock.



All Raised Platforms and Cable Tray Walkways were mass-produced and fabricated with Hot-dipped Galvanized Structural Steel to create repetitive modules that were efficiently shipped to the site, deployed and assembled at the work areas.

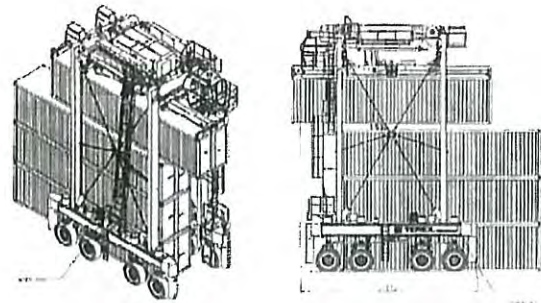
For additional and confidential project references, please contact Mr. Warren Bryant, Senior Contracting Agent for Amtrak, at (215) 349-4216.

Port Newark Container Terminal Light Duty Straddle Carrier Shop (LDSS) Building \$ 2.8 Million

Pg. 1

The Port Newark Container Terminal (PNCT) is located on 259 Acres of property that is leased from the Port Authority of New York and New Jersey in Port Newark, NJ and handles over 600,000 container units annually.

Up until the end of 2012, PNCT was operating with a fleet of "one over two" Straddle Carriers for the movement of containers in the container yard between the berth and container stacking yard, and between the stacking yard and the truck loading area. This Straddle Carrier fleet has been upgraded with a new fleet of "one over three" Straddle Carriers to increase the capacity and productivity of the terminal in preparation for the larger Post-Panamax ships that will be entering the harbor in 2015 after the widened Panama Canal is opened.



New Straddle Carriers

PNCT hired Kyle Conti Construction, LLC to be the General Contractor for the fast-track construction of PNCT's new Light Duty Straddle Carrier Shop (LDSS), which had been specifically designed for the maintenance and repair of PNCT's new "one over three" Straddle Carrier fleet. This new maintenance building was needed to be completed as quickly as possible because the existing Straddle Carrier maintenance building was not high enough to accommodate the new Straddle Carriers which require a 55' tall entrance door. KCC was able to complete this project within 7 months.



The new 94' wide x 124' long LDSS building does not occupy a large footprint but the 70' tall structure had to be constructed in an operating container terminal which could not have its 24/7 operations interrupted, especially when the ships arrive at the berth. This was challenging because existing utilities and infrastructure needed to be re-routed by KCC in order to make way for the new building, and the footprint of the building was to be shoe-horned into a very tight site located between the existing Straddle Carrier Maintenance Building and an existing electrical substation which are only 10 to 15 feet from the walls of the new LDSS building.

Port Newark Container Terminal Light Duty Straddle Carrier Shop (LDSS) Building

Pg. 2

In order to provide deep foundation support and up-lift resistance for the tall building, 54 each, Steel H-piles were driven approximately 80 feet deep through the underlying fill materials and organic layer until reaching the load-bearing dense sands below. The pile driving work was followed by the construction of reinforced concrete pile caps, grade beams, and piers that support the steel superstructure. Clusters of six foot tall anchor bolts required accurate placement in the concrete foundations by KCC's crews in order to secure the steel superstructure to the pile-supported foundations.



Fit-out of the new LDSS Building included strategic coordination and management by KCC of work performed by our subcontractors who will perform Electrical, HVAC, Fire Suppression/Sprinkler System, Carpentry, Sheetrock, Door-hanging, Painting and Asphalt Paving.

Please Call Mr. Javier Itriago, Director of Project Engineering, Ports America, for project reference @ 510-825-5690



In order to save time on this project, PNCT pre-ordered the all of the pre-engineered building components from a manufacturer in Texas. KCC coordinated with PNCT for the delivery of the building components so that the structural steel, roofing and siding panels can be received, staged and erected in an efficient manner.

In order to accommodate the height of the new Straddle Carriers, a 25' wide x 55' tall motorized sliding door, similar to the doors on aircraft hangers, was installed at the main entrance to the LDSS Building.



PORT NEWARK CONTAINER TERMINAL (PNCT)
PORT NEWARK CONTAINER TERMINAL EXPANSION, PORT
NEWARK, NJ
\$ 19.2 MILLION



Port Newark Container Terminal Expansion

Completion 2012



The Port Newark Container Terminal (PNCT) is located on 259 acres of property that is leased from the Port Authority of NY & NJ in Port Newark, NJ and handles over 600,000 container units annually. In early 2012 PNCT commenced a \$500 Million expansion effort by awarding a competitively-bid, 33-Acre expansion project to Kyle Conti Construction. This project is a key component in PNCT's strategy to prepare its facility for the new generation of large container ships that will be unloading cargo at PNCT once the Panama Canal widening effort is completed in 2015. The trick was to complete this project without disrupting PNCT's operations. In order to accomplish this important goal, the work was performed in 3 Stages of roughly 11-Acres per Stage, and as each stage was completed that area was sequentially turned over to the client for beneficial use and occupancy.

The general scope of work included the construction of 150,000 square yards of heavy-duty, paved asphalt container storage areas, along with 9,000 square yards of 12" thick to 15" thick reinforced concrete pavement, and an extensive amount of underground utilities to serve the



expanded facility. Infrastructure improvements included new water mains, fire hydrants, concrete-encased underground electrical and communications ductbanks, storm sewers, lighting and security fencing. Due to the soft underlying soil strata, the five new 110 foot tall light towers required 70 foot-deep, pile-supported reinforced concrete foundations to overcome the wind loads and up-lift forces.

KCC coordinated, scheduled, and managed all of the work in the field, and KCC self-performed most of the Heavy Civil/Site Work while subcontracting the Electrical Work, Pile Driving, Fence Work and Pavement Markings. Also, KCC worked very closely with Intercounty Paving Associates to successfully install the 90,000 Tons of Heavy Duty Hot Mix Asphalt Paving that had to meet strict Port Authority QA/QC specifications.

Not long after the project started KCC agreed to take on the additional task of relocating 300,000 cubic yards of soil that had been previously imported to the site by others for use as Surcharge material. Because the site is underlain by compressible soil strata, the use of Surcharge material was selected by the owner as the means of pre-loading the site.





Due to the project staging requirements, KCC relocated the Surcharge material three times during the project, and this large quantity of additional earthmoving had the potential of severely impacting the critical path of the schedule.

Therefore, in order to minimize the scheduling impact of this additional earthmoving work, KCC opted to move the Surcharge material around the clock and on weekends. In the end, KCC moved 900,000 cubic yards of Surcharge soil in less than 6 months time.



Another unique feature of this project involved the relocation of an existing 36' tall x 360' long Reefer Rack, which provides power to Refrigerated Containers that are stacked three-high adjacent to the Reefer Rack while in storage at the container terminal. The Reefer Rack was constructed of structural steel as one long structure, with two elevated levels of walkways connected with access stairs, illuminated with lighting, and outfitted with special Reefer electrical receptacles that hook-up to the Reefer Containers.

Rather than spend several weeks and incur high labor costs to dismantle and re-assemble the Reefer Rack on a new reinforced concrete foundation, KCC opted to pick-up and transport the entire Reefer Rack as one complete structure. This task was accomplished by hiring a specialty subcontractor who is skilled in this type of work.



After KCC's crew constructed and cured the new reinforced concrete foundation for the Reefer Rack, the existing Reefer Rack was braced, severed from its existing foundation, jacked, and placed on the remote-controlled steerable dollies.

After preparing the Reefer Rack for the move, KCC coordinated the move with the owner's operations staff to avoid impacting PNCT's operations. Once the move was started, the entire structure crept very slowly across the tarmac, and in just a matter of hours, the Reefer Rack was moved about 400 feet to its new foundation.



**Please Call Mr. Javier Itriago,
Director of Project Engineering, Ports America,
for project reference @ 510-825-5690**

Princeton University
Carnegie Lake Dam Structural Repairs, Phases 1 - 4
Princeton, New Jersey
Total Project Value = \$7.2 Million

Pg. 1



CARNEGIE LAKE DAM BEFORE REPAIR WORK

Kyle Conti Construction (KCC) submitted the winning proposal to Princeton University for this fixed price contract to perform Four Phases of Structural Repairs to the historically significant Carnegie Lake Dam. The 690 foot long concrete dam was built across the Millstone River in 1906 with a generous donation from Andrew Carnegie, the steel magnate and philanthropist. Lake Carnegie was formed by the dam and it has become a very important asset to the local community as well as the home of the Princeton University Rowing team which uses the lake for crew racing competitions.

The Structural Repairs included repair work to the West & East Abutments and extended 690 feet along the dam and across the Millstone River. To control the water and create dry working conditions, an upstream cofferdam was designed and constructed by KCC with steel sheetpiles to hold back 9 feet of water. Sand-filled Superbags were used for the downstream cofferdam. All work in the water and on the dam had to be performed in compliance with permits issued by the NJDEP and NJSHPO.



INSTALLATION OF STEEL SHEET PILE COFFERDAM

**Princeton University
Phase One - Carnegie Lake Dam Structural Repairs
Princeton, New Jersey**

Pg. 2



The typical section through the concrete dam is approximately 5' thick and 12' high, with 4' thick, curved buttresses placed roughly 28 feet on center on the downstream side.

Repairs to the dam had been performed in the 1930's and 1950's. As part of that earlier repair work a shotcrete layer had been applied to the crest, buttresses and downstream face of the dam. The design team believed that the shotcrete layer was creating and concealing damage to the dam.

BUTTRESS REONSTRUCTION

The repair work first started with the complete removal of the 2" to 3" thick layer of shotcrete. The design team required the entire shotcrete layer to be removed from the dam in order to expose the underlying conditions.

The design team had prepared a menu of six different types of repair strategies that were to be implemented based on assessments made of the underlying conditions. As the shotcrete layer was removed by the construction crew, the design team determined that some areas of the dam were more damaged than originally believed. Therefore, some new solutions were developed by the design team for these specific areas. KCC's experienced construction team was able to adapt to these changing conditions and implement the new remedies without any interruptions to the work.

For project reference inquiries, please contact: Mr. Robert Ortego, PE, Manager, Environmental Compliance, Princeton University Facilities Engineering, at (609) 258-1841.



PLACING CONCRETE AT CREST OF DAM

SECTION 00500

CONTRACT NO. B074
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AGREEMENT

WITCO PROPERTY CONTRACTOR STAGING AREA PROJECT

THIS AGREEMENT, made and executed this _____ day of _____, 20____, by and between the PASSAIC VALLEY SEWERAGE COMMISSION, a corporate body politic of the State of New Jersey, hereinafter called the "OWNER", acting through its Chairman, and _____, a corporation chartered under the laws of the State of _____ partnership, _____ individual with _____ principal offices at _____ hereinafter called the "CONTRACTOR". OWNER and CONTRACTOR, in consideration of the mutual covenants, hereinafter set forth, agree as follows:

Article 1 - Work

In consideration of the payments to be made as hereinafter provided, and of the performance by OWNER of all the matters and things to be performed by OWNER and herein provided; CONTRACTOR agrees, at its own sole cost and expense, to perform all the labor and services and to furnish all labor, materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, all the Work as specified, described or indicated in the Contract Documents, as defined herein and Addenda within the time hereinafter specified and in accordance with the terms, conditions and provisions of the Contract Documents and Addenda.

Article 2 - ENGINEER

The Project has been designed by PROGRAM MANAGER, AECOM HDR Joint Venture, 600 WILSON AVENUE, NEWARK, NEW JERSEY, 07105, who are hereinafter called ENGINEER and who are to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 - Contract Times

The CONTRACTOR shall commence work on the day specified in the Notice to Proceed. TIME BEING OF THE ESSENCE of this Contract. The CONTRACTOR shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within 240 consecutive calendar days from the day of the CONTRACTOR's receipt of the written Notice to Proceed.

The CONTRACTOR shall complete work under this Contract as shown in the following Schedule:

Completion Time, In Consecutive Calendar Days Contractor's Receipt of Written Notice to Proceed	Minimum Percentage Dollar Value of Work to be Completed Under the Contract (Percentage of Completion)
240	100%

Time is of the essence for final completion of all work within the time period starting from the CONTRACTOR's receipt of the Notice to Proceed.

Article 4 - Contract Price

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds at the prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

Article 5 - Payment Procedures

OWNER will make partial payments on account of the Contract in accordance with the provisions of Article 14 in the General Conditions.

Article 6 - CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance of or furnishing of the Work.
- 6.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.3 CONTRACTOR is financially solvent and is experienced and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be performed or furnished by him.

Article 7 - Liquidated Damages and other DAMAGES

The OWNER and CONTRACTOR recognize that TIME IS OF THE ESSENCE of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3, plus any extensions thereof allowed in accordance with the General Conditions. Because some of this damage is difficult or impossible to calculate or estimate, the parties agree that the Contractor shall pay OWNER liquidated damages in the amounts set forth in the Contract Agreement in lieu of the above stated actual damage. The Contractor agrees that as liquidated damages (but not as a penalty) for delay beyond the Contract Times specified in Article 3 above, (Exclusive of Additional) architectural/engineering services as provided for below, the Contractor shall pay the Owner for:

- 7.1 Each and every calendar day that the Contractor is not in compliance with the Contract Times and Milestones, the sum of Three Thousand Dollars (\$3,000.00), which sum is hereby agreed upon, not as a penalty but as liquidated damages, which the parties hereto have agreed to be proper and reasonable, and which the Owner will suffer by reason of such default. The Owner shall assess liquidated damages on each of the contract milestones given in Article 3. The Owner reserves the right to retain and/or release liquidated damages until the Contractor has corrected the delay in the schedule or has met subsequent milestones.
- 7.2 In addition to liquidated damages the CONTRACTOR shall pay to the OWNER all costs incurred by the OWNER for additional architectural and engineering services required as a result of the delay. This amount, above and beyond the specified liquidated damages amount, shall be determined by and be equal to the actual architectural and engineering services invoices received by the OWNER. Copies of such invoices will be provided to CONTRACTOR. CONTRACTOR shall pay to the OWNER via reduction made by owner from the CONTRACTOR monthly payment request the full amount of each invoice. If unpaid contract balance is insufficient to reimburse OWNER the additional architectural and engineering services invoice amount, CONTRACTOR shall pay OWNER directly any amount not covered by deductions from the contract balance within 30 calendar days from the CONTRACTOR's receipt of a copy of each invoice from the OWNER.
- 7.3 In the event the Contractor by delay or otherwise has caused Owner damages beyond the amount specified in the liquidated damage provision of any contract between the Owner and Contractor, the Owner shall have the right to seek damages for said additional monies and shall not be limited by any said liquidated damage provision for the amount to be recovered. In addition, the Owner shall have the right to withhold from monies due or to become due the Contractor an amount sufficient to completely pay for said additional damages.

Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the

General Conditions. Further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Article 12 of the General Conditions.

Article 8 - Contract Documents

The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 1) Invitation To Bid.
- 2) Instructions To Bidders.
- 3) Bid and any post Bid documentation submitted prior to the Notice of Award.
- 4) This Agreement and Notice to Proceed.
- 5) Construction Performance Bond, Construction Payment Bond and other required Bonds.
- 6) Certificate of Insurance.
- 7) Standard General Conditions, EJCDC Document C700, 2007 edition.
- 8) Supplementary Conditions.
- 9) Specifications (as listed in Table of Contents).
- 10) All drawings.
- 11) Addenda numbers _____ to _____, inclusive.
- 12) Any modification, including Change Orders, duly delivered after execution of Agreement.

Article 9 - Miscellaneous

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Agreement shall be construed in accordance with the laws of the State of New Jersey.
- 9.5 CONTRACTOR agrees that:

- A. It hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Agreement located within the State of New Jersey in which any litigation is brought based on or arising out of this Agreement.
- B. Any legal process or notice connected with any litigation may be served on CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at its address stated in this Agreement for the furnishing of notices to CONTRACTOR or at CONTRACTOR's last known address, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
- C. CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph "B" immediately above, invalid service of process, and that it will duly enter its appearance in any such action.
- D. This Agreement may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

BY: _____

ATTEST BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

Kyle Cant's Construction, LLC
CONTRACTOR NAME

BY: _____

CONTRACTOR

Kyle Cant's, CEO

(SEAL)

ATTEST BY: _____

CONTRACTOR

Lydia With

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

NAME OF CORPORATION:

BY: _____

(CORPORATE SEAL)

ATTEST BY: _____

(ADD TYPED OR PRINTED NAMES OF OFFICER AND ATTESTING WITNESS)

Date: _____

10-3-17

Bond No. 0205573

SECTION 00600
PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Kyle Conti Construction, LLC, as Principal and Berkley Insurance Company, a corporation organized and existing under the laws of the State of DE, as surety, are held and firmly bound unto the Passaic Valley Sewerage Commission as hereinafter set forth, in the full and just several sums of:

- (a) \$3,347,743.00 (One hundred percent (100%) of the amount of the contract) for faithful PERFORMANCE of the Contract No. B074 -WITCO PROPERTY CONTRACTOR STAGING AREA PROJECT;
- b) \$3,347,743.00 (One hundred percent (100%) of the amount of the contract) for PAYMENT of labor and materials

Signed this 3rd day of October 2017.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named principal did on the 3rd day of October, 2017, enter into a contract with the Passaic Valley Sewerage Commission, which said contract is made a part of this bond the same as through set forth herein; NOW, if the said principal shall sell and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward performing or undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; 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 any way affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said Kyle Conti Construction, LLC

as principal has caused its corporate seal to be hereto affixed and these presents to be signed by Kyle Conti its CEO and attested by Lydia Wiyh its Witness and the said Berkley Insurance Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed by its Attorney-in-Fact and attested by its witness this 3rd day of October 2017.

By:	<u>Kyle Conti</u> Kyle Conti, CEO	<u>[Signature]</u> Michael S. Culnen, Attorney-in-Fact
Attest:	<u>Lydia Wiyh</u> Lydia Wiyh, Witness	<u>[Signature]</u> Cathy M. Knoke, Witness
Attest:	_____	_____

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

Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830,

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

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2016**, which amounts have been certified by the Certified Public Accountant listed below:

KPMG, LLP, New York, New York

Surety Companies(y)	Capital and Surplus
Berkley Insurance Company	\$5,493,043,732

(3a) 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, 2017** is as follows:

Surety Companies(y)	Limitation
Berkley Insurance Company	\$455,938,000

(3b) 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 Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of **July 1, 2017** is as follows:

Surety Companies(y)	Limitation
Not Applicable	Not Applicable

4) The amount of the bond to which the statement and certification is attached is \$ **3,347,743.00**

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

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


<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

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

CERTIFICATE

I, **Michael S. Culnen**, as Attorney-in-Fact, for Berkley Insurance Company, a corporation domiciled in the State of Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE. Further, this form and my signature can be used in Facsimile for the purposes stated within this Surety Disclosure Statement and Certification.


_____, Attorney-in-Fact
Michael S. Culnen

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Michael S. Culnen; Cathy Knoke; or Pamela B. Lipkin-Sauertig of USI Insurance Services LLC of West Orange, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of July, 2012.

Attest:

(Seal)

By

Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of July, 2012, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 APRIL 30, 2019

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 3 day of October, 2017

(Seal)

Vincent P. Forte
 Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, printing and verification instructions (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2016

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 8,869,092
Common & Preferred Stocks	3,581,692
Cash & Short Term Investments	862,834
Premiums Receivable	1,408,458
Other Assets	<u>3,418,390</u>

Total Admitted Assets \$ 17,940,465

Liabilities & Surplus

Loss & LAE Reserves	\$ 9,199,960
Unearned Premium Reserves	2,661,678
Other Liabilities	<u>585,784</u>

Total Liabilities \$ 12,447,422

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,839,504
Unassigned Surplus	<u>2,610,530</u>

Total Policyholders' Surplus \$ 5,493,044

Total Liabilities & Surplus \$ 17,940,465

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen

SECTION 00601

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, hereinafter
called Principal, as Principal, and _____, a corporation of the State of
_____, hereinafter called Surety, as Surety, are held and firmly bound unto

_____, hereinafter called

Obligee in the sum of _____ DOLLARS, lawful money
of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment
of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20__

WHEREAS, the Principal entered into a contract with the said Obligee, dated _____

_____ for _____

_____ and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and
acceptance of said contract and

WHEREAS said contract was completed and accepted on the _____ day of
_____, 20__.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
remedy, without cost to the Obligee, any defects which may develop during a period of _____ from
the date of completion and acceptance of the work performed under the contract, caused by defective or
inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full
force and effect.

Attest:

_____ By: _____
Principal

Attest:

_____ By: _____
Surety