

**NJ TRANSIT  
INVITATION FOR BID (IFB) NO. 21-004X  
HOBOKEN SIGNAL AND YARD POWER REPAIRS  
PROJECTS**

**PURCHASE ORDER**

## PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.  
 REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT  
 CATALOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.  
 INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST  
 SUPPLY ORIGINAL NON-CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS  
 OF \$100 TO:

**E-MAIL: [INVOICES@NJTRANSIT.COM](mailto:INVOICES@NJTRANSIT.COM)**

**IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE  
 INCLUDED IN A PDF FORMAT.  
 PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED  
 IN ONE E-MAIL.**  
 CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION  
 MANAGER.  
 VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.  
 VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT  
 BUYER.

IF YOU HAVE ANY QUESTIONS, PLEASE  
 CONTACT ACCOUNTS PAYABLE CUSTOMER  
 RELATIONS AT [APCC@NJTRANSIT.COM](mailto:APCC@NJTRANSIT.COM) AND  
 SOMEONE WILL BE ABLE TO ASSIST YOU.

PURCHASE ORDER NO <b>220021308</b>	REV NO 0
VENDOR NO [REDACTED]	ISSUE DATE 02/08/22
DATE CHANGED	PAGE NO 1

<b>SUPPLIER:</b> DMR Construction Services Inc 160 HOPPER AVENUE WALDWICK, NJ, 07463-1504	<b>SHIP TO:</b> NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	<b>BILL TO:</b> NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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BUYER: [REDACTED]	NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]		
TERMS NET 45	FREIGHT TERMS 100	FOB DESTINATION	QUOTATION NO

**NJ TRANSIT ETHICS CODE:** NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:13D-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISIONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	CONTRACT #:21-004X SOURCE DOCUMENT:  HOBOKEN SIGNAL AND YARD POWER REPAIRS PROJECTS  PM: RAFAEL DURAN  THE TOTAL EXPENDITURE AMOUNT FOR THIS PURCHASE ORDER SHALL NOT EXCEED \$39,970,158.63.  REFER TO NJ TRANSIT CONTRACT NO. 21-004X FOR THE COMPLETE TERMS AND CONDITIONS OF THIS AGREEMENT.					

**PURCHASE ORDER INSTRUCTIONS**

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**E-MAIL: [INVOICES@NJTRANSIT.COM](mailto:INVOICES@NJTRANSIT.COM)**

**IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A PDF FORMAT. PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.** CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER. VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE. VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ACCOUNTS PAYABLE CUSTOMER RELATIONS AT [APCC@NJTRANSIT.COM](mailto:APCC@NJTRANSIT.COM) AND SOMEONE WILL BE ABLE TO ASSIST YOU.

PURCHASE ORDER NO 220021308		REV NO 0	
VENDOR NO [REDACTED]		ISSUE DATE 02/08/22	
DATE CHANGED		PAGE NO 2	

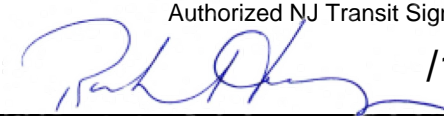
<b>SUPPLIER:</b> DMR Construction Services Inc 160 HOPPER AVENUE WALDWICK, NJ, 07463-1504	<b>SHIP TO:</b> NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	<b>BILL TO:</b> NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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<b>BUYER:</b> [REDACTED]		NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.	
<b>TERMS</b> NET 45	<b>FREIGHT TERMS</b> 100	<b>FOB</b> DESTINATION	<b>QUOTATION NO</b> FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]

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LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
1	MR #500000563291 GL #1.8840.50305.SEZ4000.C.000.00000.00000 SANDY HOBOKEN SIGNAL AND YARD POWER REPAIRS PROJECT - CONSTRUCTION CONTRACT Retainage- 5%		33358943.33	\$	1	33,358,943.33
2	MR #500000563291 GL #1.8840.50305.PHT4000.C.000.00000.00000 SANDY HOBOKEN SIGNAL AND YARD POWER REPAIRS PROJECT - CONSTRUCTION CONTRACT Retainage- 5%		6611215.3	\$	1	6,611,215.30
<b>** TOTAL:</b>						<b>\$ 39,970,158.63</b>

WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

Authorized NJ Transit Signature / Date  
 /10-FEB-2022

**NJ TRANSIT  
INVITATION FOR BID (IFB) NO. 21-004X  
HOBOKEN SIGNAL AND YARD POWER REPAIRS  
PROJECTS**

**EXECUTED CONTRACT DOCUMENT WITH ALL  
ATTACHMENTS**

**APPENDIX C  
CONTRACT EXECUTION FORM**

**CONTRACT NO. 21-004X**

*This Agreement made this 10th day of February 2022 between the New Jersey Transit Corporation, hereinafter referred to as **NJ TRANSIT**, and **DMR Construction Services, Inc., 160 Hopper Avenue, Waldwick, NJ 07463**, hereinafter referred to as the Contractor.*

**WITNESSETH:**

*Whereas, the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to furnish and deliver all materials and to do and perform all work and labor required to complete the **Hoboken Signal and Yard Power Repairs Projects** within **1,460 consecutive Calendar Days** from the issuance of the official notice to proceed in strict and entire conformity with the Specifications for the project, which said Specifications are as follows and are hereby made a part of this Contract as fully and with the same effect as if the same had been set forth at length in the body of this Contract:*

*Contractor's Bid Proposal  
Performance / Payment Bond  
Non-Collusion Affidavit  
New Jersey Prevailing Wage Determination  
Federal Prevailing Wage Determination  
Prevailing Wage Affidavit  
Contractor's Certification of Eligibility  
Affidavit of Compliance  
Ownership Disclosure  
Disclosure of Investment Activities in Iran  
Federal EEO Provisions for Construction Contracts  
State EEO Provisions for Construction Contracts  
Certification for Contracts, Grants, Loans and  
Cooperative Agreements  
Certification of No Tax Liability or Felony Conviction  
Buy America Certificate  
DBE Provisions  
General Provisions  
Special Provisions  
Technical Provisions  
Addendum: 1-6*

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work.

It is also agreed and understood that the acceptance by the Contractor of the final payment by NJ TRANSIT shall be considered as a release in full of all claims against the Executive Director and NJ TRANSIT out of, or by reason of, the work done, and materials furnished under this Contract.

In consideration of the premises, NJ TRANSIT hereby agrees to pay to the Contractor for the said work when completed in accordance with the said Specifications, the sum of \$ 39,970,158.83. It is understood that payments shall be the total of the unit prices written in this Contract for the work actually done.

In Witness Whereof, the Contracting Officer of NJ TRANSIT has signed this instrument and caused it to be attested, and the Contractor has caused this instrument to be signed by its President and attested by its Project Manager the day and year first written.

ATTEST:

NEW JERSEY TRANSIT CORPORATION

fblair

By: [Signature]  
Contracting Officer

ATTEST:

CONTRACTOR

[Signature]  
Name: Joseph Cortese  
Title: Project Manager

By: [Signature]  
Name: Richard Radici  
Title: President

The above Contract has been reviewed and approved as to form only.

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: [Signature]  
Deputy Attorney General

**PERFORMANCE AND PAYMENT BOND**

**BOND NO. ES00008609**

**INVITATION FOR BID (IFB) NO. 21-004X HOBOKEN SIGNAL AND YARD POWER REPAIRS PROJECTS**

*KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned* \_\_\_\_\_  
*DMR Construction Services, Inc., 160 Hopper Avenue, Waldwick, NJ 07463* \_\_\_\_\_  
*as PRINCIPAL, AND Everest Reinsurance Company* \_\_\_\_\_  
*with underwriting office at 100 Everest Way, Warren Corporate Center* \_\_\_\_\_  
*Warren, NJ 07059* \_\_\_\_\_

*to which all communications in regard to this bond should be addressed, a corporation organized and existing under the laws of the State of Delaware and duly authorized to do business in the State of New Jersey, as SURETY, and held and firmly bound unto the New Jersey Transit Corporation in the penal sum of THIRTY NINE MILLION NINE HUNDRED SEVENTY THOUSAND ONE HUNDRED FIFTY EIGHT & 63/100 Dollars (\$ 39,970,158.63 ), 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 15TH day of November A.D. two thousand and twenty-one* \_\_\_\_\_.

*THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ enter into a contract with the New Jersey Transit Corporation, which said contract is made a part of this the bond the same as though set forth herein;*

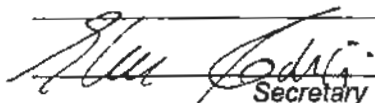
*Now, if the said Principal shall well and faithfully do and perform the things agreed by it or them to be done and performed according to the terms of said contract, or any changes or modifications therein made as therein provided, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies, or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A. 2A:44-143 having a just claim, as well as for the obligee herein; and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any beneficiary as defined by N.J.S.A. 2A:44-143 who has performed work or furnished materials in or about the work required to be done pursuant to the said contract, or by or on account of, any claims or amount recovered for any infringement of patent, trademark or copyright; then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed*

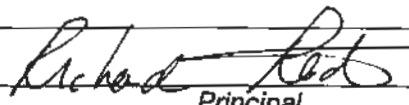
that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

DMR Construction Services, Inc.

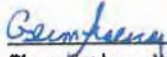
Witness or Attest:

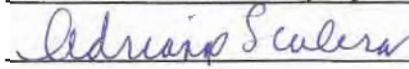
  
Secretary  
(ALSO PRINT OR TYPE NAME)  
Ellen Radici

  
Principal  
(ALSO PRINT OR TYPE NAME)  
(AFFIX CORPORATE SEAL OF PRINCIPAL)  
Richard Radici

Everest Reinsurance Company

Witness ~~XXXXXX~~:

  
Glenn Scalera, Witness as to Surety  
Secretary  
(ALSO PRINT OR TYPE NAME)

  
Adrienne Scalera  
Attorney-In-Fact  
Principal  
(ALSO PRINT OR TYPE NAME)  
(AFFIX CORPORATE SEAL OF PRINCIPAL)

CERTIFICATION TO THE AUTHORITY OF THE ATTORNEY IN FACT TO COMMIT THE SURETY COMPANY MUST ACCOMPANY THIS BOND, AND A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID SURETY COMPANY.

## CORPORATE ACKNOWLEDGMENT

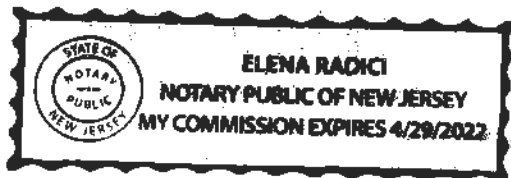
State of New Jersey  
County of Bergen

On this 16 day of November, 2021 before me personally came Richard Radici, to me known, who, being by me duly sworn, did depose and say that he/she resides in 160 Hopper Avenue, Waldwick, New Jersey 07463 that he/she is the President of the DMR Construction Services, Inc.

the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)

Elena Radici



**CORPORATE ACKNOWLEDGMENT**

**Form 152**

**State of NEW JERSEY**  
**County of UNION**

On this 15<sup>th</sup> day of November, 2021 before me personally came ADRIANNE SCALERA, to me known, who, being by me duly sworn, did depose and say that he/she resides in SHREWSBURY, NEW JERSEY

that he/she is the ATTORNEY-IN-FACT of the EVEREST REINSURANCE COMPANY the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)



**KATHLEEN M. CRISTIANO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES NOVEMBER 16, 2023**

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE  
Pursuant to N.J.S.A. 2A:44-14  
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance with  
31 U.S.C. s9305)

Everest Reinsurance Company surety on the attached bond hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 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 participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2020, which amounts have been certified by PricewaterhouseCoopers, LLP, 300 Madison Avenue, New York, NY 10017 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street, Trenton, New Jersey.

Everest Reinsurance Company                      \$5,276,002,503.00

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2021 is as follows:

Everest Reinsurance Company                      \$508,022,000.00

(4) the amount of the bond to which this statement and certification is attached is \$ **39,970,158.63** \_\_\_\_\_

(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:

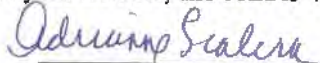
(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is : N/A

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

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond.)

**Adrienne Scalera** , as Attorney-in-Fact for Everest Reinsurance Company an insurance company 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 the statements made by me are false, this bond is VOIDABLE.

 (Signature)

**Adrienne Scalera** (Printed Name)

Attorney-in-Fact \_\_\_\_\_ (Title)

**11/15/2021** (Date)

**EVEREST REINSURANCE COMPANY**  
**STATEMENTS OF FINANCIAL CONDITION**

	December 31,	
	2020	2019
	Unaudited	Audited
<b>ASSETS</b>		
Bonds	\$ 9,452,250,173	\$ 6,733,064,269
Stocks	914,135,093	579,431,010
Short-term investments	3,099,547	9,977,402
Other invested assets	2,113,872,323	2,024,154,026
Cash and cash equivalents	737,985,959	278,923,034
Accounts receivable-premium balances	2,184,883,136	1,762,474,335
Reinsurance recoverable	759,807,429	553,401,455
Other assets	674,687,110	577,418,297
<b>Total Assets</b>	<b>\$ 16,840,720,770</b>	<b>\$ 12,518,843,828</b>
<b>LIABILITIES</b>		
Loss and loss adjustment expense reserve	\$ 7,727,564,458	\$ 6,025,226,576
Unearned premium reserve	2,024,484,169	1,788,807,161
Ceded reinsurance premium payable (net of ceding commission)	363,237,788	322,866,050
Reserve for commissions, taxes and other liabilities	1,449,431,852	642,804,051
<b>Total Liabilities</b>	<b>\$ 11,564,718,267</b>	<b>\$ 8,779,703,838</b>
<b>SURPLUS AND OTHER FUNDS</b>		
Common capital stock	\$ 10,000,000	\$ 10,000,000
Contributed Surplus	3,400,178,517	2,464,960,596
Unassigned surplus	1,865,823,986	1,264,179,394
<b>Total capital and surplus</b>	<b>\$ 5,276,002,503</b>	<b>\$ 3,739,139,990</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 16,840,720,770</b>	<b>\$ 12,518,843,828</b>

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

DocuSigned by:

*margaret horn*

58C1DAB84C8F448...

Electronically Signed by Margaret Horn, Vice President this 15<sup>th</sup> day of April 2021

EVEREST

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

***Kathleen M. Cristiano, Adrienne Scalera, Joseph Dobkowski Jr, John Dougherty Hunter***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

***RESOLVED***, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

***RESOLVED, FURTHER***, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

***RESOLVED, FURTHER***, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

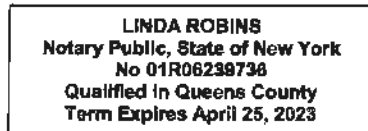


*Nichase*  
Attest: Nicola Chase, Assistant Secretary

Everest Reinsurance Company

*A. Romano*  
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.



*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 15th day of November 2021.

**CERTIFICATION AND ACKNOWLEDGEMENT OF NEW JERSEY  
EXECUTIVE ORDER NO. 271 (MURPHY 2021) ("EO 271")**

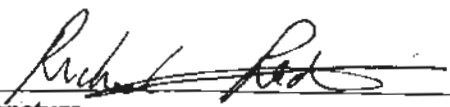
On behalf of DMR Construction Services, Inc. (Name of Entity/Company/Business Association) (hereinafter "Prospective Contractor"), I hereby certify that, as of the date of execution of this Certification and Acknowledgment, the Prospective Contractor:

1. Has read and reviewed the terms and conditions of EO 271; and
2. Has the policies and practices required by EO 271 in place; and
3. If awarded a contract by NJ TRANSIT, will collect all data necessary for compliance with EO 271; and
4. If awarded a contract by NJ TRANSIT, will certify, at the time of submission of an invoice, that we have complied with this Order during the period of time covered by the invoice; or
5. Already has a vaccination or testing policy in place that includes the same, additional or stricter requirements than EO 271, and such policy comports with the minimum requirements of EO 271.

The Prospective Contractor understands and acknowledges that the conditions and obligations must be flowed down to, and made a part of, all contracts with subcontractors at any tier.

The Prospective Contractor further understands that the requirements of EO 271 have the same force and effect as if they were included in the contract documents, and that all remedies available to NJ TRANSIT in the contract documents are applicable to the Prospective Contractor's compliance with EO 271 and the representations contained within this Certification.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
\_\_\_\_\_  
Signature

Richard Radici  
\_\_\_\_\_  
Type or Print Name

President  
\_\_\_\_\_  
Title

November 15, 2021  
\_\_\_\_\_  
Date

