

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

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

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

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

#### TIME OF COMPLETION:

ALL WORK ON THIS PROJECT SHALL BE COMPLETED WITHIN FOURTY (40) CONSECUTIVE CALENDAR DAYS FROM THE DATE OF THE WRITTEN NOTICE TO PROCEED WITH THE WORK.

### SCHEDULE OF PRICES

			SOUITE OF THE	
Item <u>No.</u> 1	Section 01040	Estimated Quantity 1	Description and Price  Mobilization, the lump sum of	Extended <u>Total</u>
2A	01663A	458 lin ft.	Cents  (\$_3;5000)  Leakage Testing of Gravity Sewers, per lin. ft  ONE DOLLAR Dollars and Cents	\$ 3500 of xt
2B	01663A	458 lin ft.	(\$_\(\circ\) \(\circ\) \(\circ\) Mandrel Testing of Gravity Sewers, per lin. ft  \[ \circ\) \(\circ\) \(\circ\) \(\circ\) \(\circ\) Dollars and  Cents	\$ 458 °9-61
2C	01663A	458 lin ft.	TV Inspection, per lin. ft. +Winee  DONALS  Dollars and  Cents	\$ 458 ° 67
2D	01663A	3 ea.	(\$ 3:50  Manhole Testing, per ea <u>Five hundred</u> Dollars and	\$ 1.6030047
3	02025	10 cu. yd.	Test Pit Excavation, per cu. yd	\$ 1650° (57)
4A	02221	126 cu. yd.	(\$	\$ 1,00000
4B	02221	83 cu. yd.	(\$_18.00  Dense Graded Aggregate, per cu. yd. (minimum bid \$15 per cu. yd.)	\$ 2,075 42
			TAR DECOUANT	MOOK KENT BLACE SANITARY

Item <u>No.</u> 4C	<u>Section</u> 02221	Estimated Quantity 1 cu. yd.	Description and Price  Rock Excavation , per cu. yd	Extended <u>Total</u>
			(\$ 500 00/7°)	\$ 5000g>
5	02230	137 cu. yd.	\$10 per cu. yd.) Twenty Egut  Dollars and	
			Cents (\$ 28.00)	\$ 3,836°/a
6	02513	179 Ton	Hot-Mix Asphalt Pavement Replacement, Base Course, Mix I-2, per ton ONE honor Dollars and	
			Cents	\$ 19,690° X
7A	02605	3 ea. <i>⊶</i>	48-in. Dia. Manhole, per ea <u>Three</u> Dollars and Cents	
7B	02605	1	(\$ 3,000 carlot Connection to Existing Manhole, per ea ONE	\$ 9,0000/4
		ea.	Thurno Eyhthonoms Dollars and Cents	- out
7C	02605	3	(\$_\800°\/ Standard Manhole Frames and Covers, per ea	\$ 1800 octor
		ea. °	Dollars and  Cents  (\$ 200 a/tt	\$ 600 cofx
7D	02605	5 vert. ft.	Interior Manhole Coating, per vert. ft. ONE  Dollars and	Ψ_32/
			Cents (\$ 1900/4*	\$ 950°0/x7
8A	02617	458 lin ft.	8-in. PVC Sanitary Sewer 0-8 ft Deep, per lin. ft	1
			(\$ 74 04)> Cents	\$ 33,892° ×

ltem <u>No.</u> 8B	Section 02617	Estimated <u>Quantity</u> 4 ea.	Description and Price 8-in. x 4-in. and 8-in. x 6-in. Wye, per ea	Extended <u>Total</u>
8C	02617	100 lin ft.	Cents (\$ 250 (2))  4-in. and 6-in. Sewer Lateral, per lin. ft	\$ 1000 m/x
			Cents (\$_50.00 )	\$ 5,000 oct
8D	02617	4 ea.	4-in. and 6-in. Cleanout, per ea Two  Dollars and	·
			(\$ 250 °C)	s 1,000 clx
9	03300	6 cu. yd.	Cast-in-Place Concrete, per cu. yd. (minimum bid \$25 per cu. yd.)  ONE horoner fifty Dollars and	
				\$ 900 alg
			Total Bid Amount	s 91,180-

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

Messercola Excavating Inc	
Firm	
549 FOST THICK STREET, PLAINFICIO, NJ. Business Address 5200 p.d. MASCACCOLO 0700	1
BY: FERNANCO MESSERCOLA	U
(Principal, Print or Type Name)	
President	
Title	
The state of the s	
Signature	

#### **BID DOCUMENT SUBMISSION CHECKLIST**

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

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

	ed With Submission of Bid 's checkmarks)	Initial Each Item Submitted Wi (Bidder's in	
1	A Bid Guarantee as required by NJSA 40A:11-21 (Bid Bond)		-1
1	A certificate from a Surety Company, pursuant to NJSA 40A:11	-22 (Consent of Surety)	
٧	A Statement of Corporate Ownership, pursuant to NJSA 52:25-	24.2 (Shareholder Disclosure)	
V	A listing of the Subcontractors that are required by NJSA 40A:1	1-16	
1	If applicable, bidder's acknowledgment of receipt of any notice(to an Advertisement, Specifications or Bid Document(s)	s) or revision(s) or Addenda	7
1	Bid Proposal Form	_	

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

Subn	ired With nission of Bid er's checkmarks)	Initial Each Item S or Acknowledged (Bidder's ini	with Bid	(Owner	Required with Submission of Bid 's checkmarks)	Initial Each Item Subr or Acknowledged with (Bidder's initial	Bid
1	A Financial Staten Financial Summar the last 12 months	nent or a Certified y prepared within	1	1	Consent of Surety Bond as required b	as to Maintenance by <u>NJSA</u> 40A:11-16.3b	11
1	Consent of Surety Material Payment	as to a Labor and Bond	1	4	Submission of a No (this form must be	on-Collusion Affidavit / Notarized)	11
1	Statement of com		1	1	Certification of Bide Bidder owns, lease necessary equipment	es or controls any	
1	NJ Public Works C Registration Certif and All Subcontra	ication for Bidder	U	4	References	<	
	Form W-9 and Pro Registration per N Bidder, as well as Subcontractors. ( received up to the	JSA 52:32-44 by for all This can be	1	1	Prevailing Wage D Acknowledgment	etermination	Ø
1	Mandatory Affirma Language Acknow	tive Action	1	1	Americans With Di Language Acknow	sabilities Act of 1990 ledgement	II
1	Bid Document Ch	ecklist					[(

			17.7		.,				
1	BIGNATURE: The use of Bidder:		ereby acki	nowledges	and	has	submitted	the	above-liste
Ву А	uthorized Represen	tative:							
Sign	nature:	Nacional Section Control of Contr	1.00				10/110	100	20
Prin	t Name and Title: $\_$	<u> cencinclo</u>	MOSTY	$\Omega \Omega$		Date:	<u>viv</u>	10	10
0529	920	•	P-5	Picsia	Mt	TWF	PEQUANNOCK-K		ACE SANITARY A, PEQ044.000

#### ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

<u>Township of Pequannock</u> (Name of Local Contracting Unit)

KENT PLACE SANITARY SEWER EXTENSION	CONTRACT 14-5A
(Name of Construction/Public Works Project)	(Project or Bid Number)
Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned Bidder revisions, or Addenda to the Bid Advertisement, Specifica Bidder acknowledges the submitted bid takes into accour Note that the local unit's record of Notice to Bidders shall to changes in a bid Proposal may be subject for rejection of	tions, or Bid Documents. By indicating date of receipt, nt the provisions of the notice, revision, or Addendum. ake precedence and that failure to include provisions of

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
1-1 DRAWING E-10060	FAX	JUN192020
J	•	
***************************************		

Acknowledgement by Bidder	a Excavat	and The
Name of Bidder:	CI EMUVUI	ILIG III
By Authorized Representative:		
Signature:	0.000.11.100	Description
Printed Name and Title: \\(\frac{1}{2}\)	<u>ancio Mos</u>	seccola. President
Date: <u>(V) (V) ZOZO</u>		
ا ا The following Addendum(a) is/aı	re acknowledged:	
Addendum No.	Initial:	Date: 72019 2020
Addendum NoAddendum No	Initial: <u>/</u> Initial:	Date: Date:
Addendum No	Initial:	Date:

ADDENDUM NO. 1
to
CONTRACT DOCUMENTS
for
KENT PLACE SANITARY SEWER EXTENSION
CONTRACT 14-5A
for the
TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

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

#### **Contract Drawings**

#### Drawing E-10060

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

\*\*\* END OF ADDENDUM NO. 1 \* \* \*

A Certified Check, Cashier's Check, or a Bid Bond drawn on a solvent bank for at least 10% of the amount of the Bid (check not to exceed \$20,000), a duly executed Consent of Surety, a statement of Financial Responsibility, a Plan and Equipment Questionnaire, and a Non-Collusion Affidavit accompany this Proposal.

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

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

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

Name MESSECCIA FXC	avatina Inc	(Partnership) ((Corporation)
	Street, Poinfield	NJ,07060
Telephone 908.501. 42L		Date (0) 16   2020
Fax No. 908 · 205 · 8579	email Address MCS	sercola i 11 a gmail com
signed Fernancio MCS	escola /	
	Percentage Owned 10090	<u>)</u>
Signed		
Title	Percentage Owned	
Signed		
Title	Percentage Owned	
Signed		
Title	Percentage Owned	
Signed		
Title	Percentage Owned	

(Individual)

#### **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)
COUNTY OF MW((S)) ss:
I, FUMIND MCSCCOLO of the City of MONTH in the County of SOMCOCH and the State of Now Jerse of full age, being duly sworn according to law on my oath depose and say that:
I am of the firm of MONGUL EXCUSING, the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.
I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by   **TOUNIN MESSICON VACSENCIA FROM THE N.J.S.A.52:34-15)  Name of CONTRACTOR
Subscribed and sworn to
before me this day 35 rd
(Also type or print name of affiant under signature) Farance Messedach
of June 20 20.
Notary Public of
My commission expires One 7th, 2004.
Cynthla Lowe NOTARY PUBLIC State of New Jersey ID # 50106491 My Commission Expires June 7, 2024

#### STATEMENT OF FINANCIAL RESPONSIBILITY

1.

(List two	work of a similar nature completed within the past five years.  or three.)
A. Own	er Barrough of North Plantices
Pho	ne No. (908) 764 2914-(908) 577-0108
Busi	ness Address of Owner Samous et St North MFO
Туре	of Work SANITANY - 5 tonm
Cont	ract Price \$ Emengeng Contract
Extra	a Work Required \$
Аррі	rox. Date of Contract
Аррі	rox. Date of Completion 20 20
Nam	e, Address and Phone No. of Owner's Engineer or Superintendent そのも)5つ)~0108  アルベーナで5ナル
B. Own	er TWP OF BRANCH BENSO
Phor	ne No. (908) 526-1300 Ext 142 Dung 18th
Busi	ness Address of Owner 1077 USHWY 202 NONTY
	Vonanch Burg WT 08876
Туре	of Work SAVITARY SENER EXTENSION
Conf	ract Price \$ 175,000
Extra	a Work Required \$
Appr	ox. Date of Contract   8 2020
Appr	ox. Date of Completion JUNE 5 2020
Nam ——	e, Address and Phone No. of Owner's Engineer or Superintendent
C. Own	er Bonough of Ferilworth
Phor	ne No. (908) 403-3730 PONY GALLERAND
Busi	ness Address of Owner 567 Bouleums of Kenilucat
<del></del>	
Туре	of Work SANITARY SEWED REPAIR
Conf	ract Price \$ \\25,000

	Extra Work Required \$	
	Approx. Date of Contract <u>ナAい 2の</u> 9	
	Approx. Date of Completion The ZOL'I	
	Name, Address and Phone No. of Owner's Engineer or Superintendent	
Tot	tal approximate volume of work of similar nature completed within the past five years \$ 1500,000.0	0
3.	General Business Reference (List two or three.)	
	Name Occupation Business Address Phone No.	
	Byont Material 325 Columbia transple (973) 325-30  B. Welson MATERIALS I New Province No (908) 32278	3
	B. Welson MATERIALS I New PROVIDENCE NO (908) 32278	Y
	C	
4.	Bank Reference	
	Name Address Phone No.	
	Name TO BANK 4455 Warth the Farmoun (908/889-162	28
5.	Corporate Surety	
	Name WEM INSURANCE COMP	
	Name WGM INSULANCE COMP Address 54 West St Keene NH 03431	
	Telephone No (908) 50; 4243	
6.	Insurance Company	
	Name SBONE INSULANCE	
	Address 96 05 Hay 206	
	Telephone No. (908) 973-6776	
7.	Number of Permanently employed persons in your organization.	
8.	Number of additional employees contemplated for this work.	
	MESSEROR EXCOVUTING FOC.	
	PKINGCIA. NJ. 670.60	
	Jan Comment of the second	
	Signature and Bus. Address of Bidder	
	Date $(01/1012020)$	

#### PLAN AND EQUIPMENT QUESTIONNAIRE

submitted to Township of Peguannock
By Mossercola Engentration A Co-Partnership  An Individual
Principal Office 549EBT Thins Stylmobers No
The signatory of this questionnaire guarantees the truth and accuracy of all statements and all answers to interrogatories hereinafter made.
1. In what manner have you inspected the proposed work?  Explain in detail.  Drue to tos Tospectes Area where  Sever will be austalled, one Buildin
Is too main and telephone pole
Explain your plan or layout for performing the proposed work.  LAY OUT JOB, THATAC CONTROLL SAV  CON STREET INSTALL PIPE PARE NOAP
3. The work, if awarded to you, will have the personal supervision of whom?  FERMIND MESSERCE) A (FOE) 482-9570
4. Do you intend to sublet any portion of the work? ( ) If so, state amount of subcontract, and, if known, the name and address of the Subcontractor, amount and type of his equipment and financial responsibility.

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

TABLE 1

QUANTITY	ITEM	DESCRIPTION SIZE, CAPACITY, ETC.	MODEL YEAR	PRESENT LOCATION
1	EXCHATION	Linkbect 145	2019	Plantica
	BKIOSTOP	KUBOTASULAD	2018	Plantical
3	tribles	neston stan	2018-20	so planhay
1	comprehen	Bowmad	2015	~ 4
		J		

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

TABLE 2

QUANTITY	ITEM	DESCRIPTION SIZE, CAPACITY, ETC.	MODEL YEAR	PRESENT LOCATION
		Λ		
		\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
		1100		
		\		

7.	Have you made contracts or received firm offers for all materials within prices used in preparing your Proposal? Do not give name of dealers or manufacturers.				
inter Conf	undersigned hereby declares that the items of equipment in Table 1 and owned by FCOCION MCSCCOIO , and are available for and ided to be used on the Project, if MCSCCOIO EXCOVATION TOC. is awarded the tract, and that he proposes to purchase or lease for the Project the additional items of equipment stated able 2.				
the e take Spec	rarded the Contract, the undersigned will furnish certificates from the owners of leased equipment to effect that, in case of default of Contract, as set forth in Article 1.7.6 the Governing Body has the right to over the leased equipment for use in completing the work, as provided in Article 1.4.9 of the Standard cifications.  India 2000 this 1644 day of 1000 to				
	Title of Person Signing  TE OF				
	Sworn to before me this				

#### LIST OF PRINCIPAL SUBCONTRACTORS

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

Plumbing and Gas Fitting, and all Kindred Work:	
License No.: Name of Contact Person	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	
Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:	<b>\</b>
License No.:	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	\$
Heating and Ventilation, and all Kindred Work:	
Telephone No.:  Dollar Amount of Subcontracted Work:  Scope of Work to be Performed by Subcontractor	

Power Plants, Tele-Data, Fire Alarm, or
Security Systems:

Name of Co.:
License No.:
Name of Contact Person:
Address:

Telephone No.:
Dollar Amount of Subcontracted Work:
Scope of Work to be Performed by Subcontractor:

Structural Steel and Ornamental Iron Work:
Name of Co.:
License No.:
Name of Contact Person:
Address:

Telephone No.:
Dollar Amount of Subcontracted Work:
Scope of Work to be Performed by Subcontractor:

Electrical Work, Including Any Electrical

Should the Bidder for this Work wish to engage more than one Subcontractor for any of the specialty trade categories specified previously, the following information <u>must</u> be provided and the Bidder <u>must</u> submit a Certificate in accordance with NJSA 40A:11-16-b:

Name of Co.: License No.: Name of Contact Person Address:	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	\$
Name of Co.: License No.: Name of Contact Person Address:	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	\$
Name of Co.: _ License No.: _ Name of Contact Person Address:	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	\$
Name of Co.: License No.: Name of Contact Person Address:	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	
Name of Co.: License No.: Name of Contact Person Address:	
Telephone No.: Dollar Amount of Subcontracted Work: Scope of Work to be Performed by Subcontractor	\$

#### **AFFIRMATIVE ACTION**

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

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

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

or

2. A Certificate of Employee Information Report Approval.

OI

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

O

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

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES \_\_\_\_ NO \_\_\_

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

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

YES NO\_\_\_\_

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

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

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P-19

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE TIME FRAME.

052920

#### AMERICANS WITH DISABILITIES ACT Mandatory Language

#### Equal Opportunity for Individuals with Disabilities

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

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

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

It is further agreed and understood that the Township of Pequannock assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township of Pequannock from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

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

Company HCSCCOIQ FXCOVATING INC

Date(0 10 2020)

STANDARD BID DOCUMENT REFERENCE			
	Reference: VII-C		
Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION		
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)		
Instructions Reference:	Statutory and Other Requirements VII–C		
Description:	ption:  Meets statutory criteria for disclosure of bidder's ownership.		

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

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

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

#### STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

<u>Name</u>	of Business MCSCCOO EXCAV	ating Inc
ф	I certify that the list below contains the name holding 10% or more of the issued and outs OR	es and home addresses of all stockholders tanding stock of the undersigned.
	I certify that no one stockholder owns 10% of stock of the undersigned.	or more of the issued and outstanding
Check	the box that represents the type of busin	ess organization:
□Limi		□Sole Proprietorship rporation □Limited Liability Partnership
Sign a	and notarize the form below, and, if necess	sary, complete the stockholder list
Stockh	nolders:	
Name:	Fernando Messeccola	Name:
Home	Address: 89 Fast Dave.	Home Address:
WCH	chung NJ 07069.	
	100%	
Name		Name:
Home	Address:	Home Address:
Name	-	Name:
Home	Address:	Home Address:
0.1	net net	
Subsc	ribed and sworn before me this 35 day of	(Affiant)
	y Public) Cynthia Dawl	Francis Messenal
Му Со	y Public) Cyrothia Acure emmission expires: June 7th, 2024	(Print name & title of affiant)  (Corporate Seal)
05292	Cynthia Lowe NOTARY PUBLIC	TWP PEQUANNOCK-KENT PLACE SANITARY SWR EXT. CONT 14-5A, PEQ044.000

#### CONTRACT for KENT PLACE SANITARY SEWER EXTENSION CONTRACT 14-5A

THIS AGREEMENT made as of th	is $\frac{10^{11}}{10^{11}}$ day of $\frac{1}{10^{11}}$	JUNE		BETWEEN THE
TOWNSHIP OF PEQUANNOCK, a Jersey (hereinafter referred to as the	a municipal corporati	on in the Cour	nty of Morri	s, State of New
, · · · · · · · · · · · · · · · · · · ·	ECALATINA			
MEGENIONA E		TAC.		1/1
having (its) place of business at	549 EN3	thus	5+	PLANTIEUD
NS				
(harainaftar referred to as the "COL	JTPACTOP"\			

(hereinafter referred to as the "CONTRACTOR").

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

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

- a. The Advertisement;
- b. Instructions to Bidders;
- c. Supplemental Instructions to Bidders
- d. The CONTRACTOR'S Proposal;
- e. The Bid Bond;
- f. This Contract:
- g. The Performance Bond;
- h. The Payment Bond;
- i. The Maintenance Bond;
- The Notice of Award:
- k. The Notice to Proceed;
- I. The General Conditions;
- m. Special Conditions:
- n. The Detailed Conditions;
- o. The Technical Specifications:
- p. The Contract Drawings;
- g. All Addenda issued by the ENGINEER prior to the receipt of bids.

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

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

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

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

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

#### PREVAILING WAGE COMPLIANCE DECLARATION

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

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

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

The undersigned is an (Individual)(Partnership)(Corporation) under the laws NW )CVSCY, having principal, offices		State	oi ai
Bidder: MCSCCOLG EXCLUCATO INC.			
Signature:			
Name: Frynancio MCSSCTCO101			
Title: NESIGEN			
Date (1) 10 2020	٠		

#### ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

STATE OF NAN JOSEY
COUNTY OF MONTS SS.:
BE IT REMEMBERED, That on this
Sworn and subscribed before me 16th of June, 2020 on the day and year aforesaid
Cyfrig Adw (SEAL)  Notary Public (SEAL)  Corporation Secretary
Cynthie Lowe NOTARY PUBLIC State of New Jersey ID # 50106491 My Commission Expires June 7, 2024

about the proposed substitute including bu	RACTOR to furnish, at CONTRACTOR'S expense, additional data out not limited to, an analysis by CONTRACTOR of the equivalency						
of the proposed substitute to the named i	By: Fanancio Messercola						
Corporate Seal	Title: President						
	Date: (0) 10 2020						
	• •						

#### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Messercola Excavating						
- Patathal and Denvirosymice Compiler						
as Principal, and Normal State States as Surely, are hereby held and firmly bound unto the TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY as OWNER in the penal sum of ten percent (10%) of the Amount Bid or Twenty Thousand Dollars (\$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.						
Signed, thisday of20_20.						
The condition of the above obligation is such that whereas the Principal has submitted to the TOWNSHIP OF PEQUANNOCK, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of						
KENT PLACE SANITARY SEWER EXTENSION, CONTRACT 14-5A						
NOW, THEREFOR,						
the state of the s						
If said Bid is accepted and the Principal executes and delivers a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and furnishes a Performance Bond and Payment Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and in all other respects performs the agreement created by the acceptance of said Bid,						
then this obligation will be void, otherwise the same will remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.						
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond will in no way be impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.						
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.						
Messercola Excavating Co. Inc.						
ATTEST CHARLES (L.S.)  Principal  NGM Insurance Compnay  Angela Mi Spina Bond Meurager  Surety						
SEAL By: Limithy Duagrer Timothy J. Wagner, Altorney Ir-Fact						

#### CONSENT OF SURETY (SEPARATE FORM AVAILABLE)

KNOWN All of the State	L MEN BY THESE PRESENTS, that of Florida having its principal 55 West Street Keen	NGM Insurance Compnay office at e, NH 03431	_a corporation
offices loca we the abo preceding E such Contra of all perso required by to be condi- meet the st Contract ar execution, between the completion corporation		cavating Co. Inc.  NJ 07060 has submitted the accoonsent and agree, that if the Contract principal making the same, it will upour mance of said work, and secondly, for the performance of said Contract equal to 100 percent of the Contract loss due to the failure of the Contract or persons shall omit or refuse to days after written notice that the same of the said Township of Pequannock, on or persons would have been entitled.	n the award of the protection act in the form tract price, and ITRACTOR to execute such he is ready for any difference titled upon the ged to pay the
IN WITNES	SS WHEREOF, the		
said	Timothy J. Wagner	and the	3
said	Attorney-In-Fact	has (have) caused its(their) corpora	te seal(s) to
be hereto a	affixed and these presents to be signed by	y its	
		and attested by its (their)	
((1)0/1/		this 11thday of	June
Two Thous	sand and Twenty		
• • • • • • • • • • • • • • • • • • • •	NGM Insurance CompnayCor	porate Seal	
Attest	Terrothy J. Wagner, All Throthy J. Wagner, All Angela M. Spina Bond Manager		
Coun	tersigned By:Corpo	rate Seal	
00411	Ву:		
Attest:		<del></del>	

#### CONSENT OF SURETY

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

**NGM Insurance Company** 

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

For Township of Pequannock, Morris County, New Jersey

is awarded to Messercola Excavating Inc.

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

Signed and Sealed this 06/11/2020

**NGM Insurance Company** 

Limstly J. Wagner, Attorney-In-Fact

#### Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

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

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

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

Surety Company	Capital	Surplus
NGM Insurance Company	\$5,250,000	\$615,394,368
2) With respect to each surety participating in U.S. Secretary of the Treasury, a certificate of a underwriting limitation established there on July follows:  Surety Company	uthority: pursuant to 31 U.S.C. Sect	ion 9305, the
NGM Insurance Company	\$51,366.000	
<ul> <li>3) The amount of the bond to which the statemed</li> <li>4) If, by virtue of one or more contracts of rein above exceeds the total underwriting limitation for each such contract of reinsurance:</li> <li>a) The name and address of each such reinsurance participation in the contract is as follows:</li> </ul>	nsurance, the amount of the bond income of all sureties on the bond as set fort	dicated under item 4 th in item 3 above, then
Reinsurer Ac	dress	Amount
I, Timothy J. Wagner Company, a company domiciled in the State of the foregoing statements made by me are true, me are false, this bond is void.	ent established under P.L. 1993, c.2 e date on which the bond to which the th the appropriate public agency.  Certificate  as Attorney in Fac Florida, Hereby certify that, to the	43(C.17:51B-1 et seq.) his statement and ht, for NGM Insurance best of my knowledge,

Timothy J. Wagner

Attorney in Fact

06/11/2020

Date:

(Print name of certifying agent/officer)

#### **POWER OF ATTORNEY**

06-03078892

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

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

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

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

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

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

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

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

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

NGM INSURANCE COMPANY By:

Kimbuly K. Law

Kimberly K. Law Vice President, General Counsel and Secretary



State of Florida, County of Duval.

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

Notary Public State of Florida
Like K Pernton
My Commission GG 928597
Expires 12/17/2023

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

11th day of June , 2020

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

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

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

Naughind Ran



#### State of New Jersey DEPARTMENT OF BANKING AND INSURANCE

#### CERTIFICATE OF AUTHORITY

Date: May 01, 2019

NAIC COMPANY CODE: 14788

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

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



MARLENECARIDE

COMMISSIONER OF BANKING AND INSURANCE





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

THOMAS M. VAN BERKEL	CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
JEFFREY B. KUSCH	EXECUTIVE VICE PRESIDENT, FIELD OPERATIONS
CHRISTOPHER R. LISTAU	EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS
BRUCE R FOX	
THOMAS T. FRAZIER	SENIOR VICE PRESIDENT, TREASURER & CHIEF INVESTMENT OFFICER
AMY J. FREDERICK	SENIOR VICE PRESIDENT & CHIEF INFORMATION OFFICER
DANIEL J. GAYNOR	SENIOR VICE PRESIDENT & CHIEF JUNDERWRITING OFFICER
MICHAEL D. LANCASHIRE	SENIOR VICE PRESIDENT, CLAIMS
DAVID S. MEDVIDOFSKY	SENIOR VICE PRESIDENT, HUMANRESOURCES
JOHN A. THOMPSON, JR	SENIOR VICE PRESIDENT, STRATEGIC PLANNING & GOVERNANCE
DEAN P. DORMAN	MICE PRESIDENT & CHIEF ACTUARY
NANCY L. GIORDANO-RAMOS, ROBERT T DARRYL J. OSMAN, JANET M. ROOT, GER	. HETZEL, JR., ARD W. WATERSVICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2018,

#### ADMITTED ASSETS

IA	В	L	TI	ES	

Bonds at Amortized Values \$ 1,547,609,940 Stocks at Market Value 460,950,534 First Mortgage Loans 10,168,000 Real Estate 3,926,649 Cash in Office and Banks (14,067,315) Short Term Investments 8,937,199 Agen!'s Balance (Less Ihan 90 Days) 284,647,655 Accrued Interest 12,824,741 Other Assets 206,160,191 TOTAL ADMITTED ASSETS 2,521,159,594	Reserve for Losses
---	--------------------

Securities as deposited by law, included above = \$ 6,120,444

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

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

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

TANDAMENTAL THE LANGE OF PLOTION THE PROPERTY OF PLOTION IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 22nd day of March, 2019

Bruce R. Fox

Senior Vice President, General Counsel & Secretary



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to		erms	-	licy, ce	tain policies	may require	an endorsement. A state	ement	on
	DUCER				CONTAC NAME:		กi			
SB	One Insurance Agency Inc				PHONE (A/C, No	(973) 57	79-6776	FAX (A/C, No):	(973) 5	579-0111
	JS Highway 206				E-MAIL	lcanoni@S	BOnelnsuran			
PO	Box 4				ADDRES	73		RDING COVERAGE		NAIC#
Aug				NJ 07822	INSURE	A t - t		nsurance Company		23140
INSU					INSURE	bill 84		rance Co (voluntary market)		12122
	Messercola Excavating Co Inc.				INSURE	Turnetana		Surplus Lines Company		29696
	549 E 3rd Street				INSURE	N 1 1 1	d Insurance Co	ompany		27987
					INSURE		·			
	Plainfield			NJ 07060	INSURE					
COV	/ERAGES CER	TIFIC	ATF I	NUMBER: 19-20 Master,				REVISION NUMBER:		
TH IN CE E)	IIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUIR ERTIFICATE MAY BE ISSUED OR MAY PERTA ICLUSIONS AND CONDITIONS OF SUCH PO	NSUR REME IIN, TI LICIE:	ANCE NT, TE HE INS S. LIM	LISTED BELOW HAVE BEEN RM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTRA E POLICI	CT OR OTHER ES DESCRIBEI ED BY PAID CL	RED NAMED AT R DOCUMENT V D HEREIN IS SI LAIMS.	BOVE FOR THE POLICY PER MITH RESPECT TO WHICH TO UBJECT TO ALL THE TERMS,	HIS	
INSR LTR		INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		0.000
	CLAIMS-MADE COCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00 \$ 100,	
								MED EXP (Any one person)	Ψ	uded
Α		Y	Y	AES1187300 00		01/28/2019	07/01/2020	PERSONAL & ADV INJURY	s 1,00	
	GEN'LAGGREGATE LIMIT APPLIES PER:							GENERALAGGREGATE	\$ 2,00	
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	OTHER:							Per Proj capped limit	\$ 5,00	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
В	OWNED SCHEDULED AUTOS	Υ	Υ	C295044-2		07/01/2019	07/01/2020	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								Medical payments	\$ 5,00	
	➤ UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$ 5,00	0,000
С	EXCESS LIAB CLAIMS-MADE	Υ	Υ ]	ZUP-91M82822-19-NIF		07/01/2019	07/01/2020	AGGREGATE	\$ 5,00	0,000
	DED X RETENTION \$ 10,000								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							➤ PER STATUTE OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		W39937-8-18	07/	07/01/2019	07/01/2020	E.L. EACH ACCIDENT	Ψ	0,000
	(Mandatory In NH)			1,00001 0 10		0770711110710	0774112020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000
	General Liability - Snow Removal							Each Occurrence		00,000
D	00.10101 0100.110, 0.101.11010101			WH009808		12/05/2018	12/05/2019	General Aggregate		00,000
								Products/Completed Ops	\$2,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Certificate Holder is included as an Additional Insured to the above captioned General Liability, Business Auto, and Umbrella Policies on a primary and non-contributory basis for work the insured is performing provided a written contract exists requiring such a status. Additional insured also applies to product completed operations with respect to the above General Liability policy. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Waiver of subrogation applies to the above policies except for Workers Compensation										
CEF	RTIFICATE HOLDER				CANC	ELLATION				·····
	Township of Pequannock				SHO THE	ULD ANY OF T EXPIRATION E	ATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		) BEFORE
	530 Newton-Pompton Tumpike				AUTHORIZED REPRESENTATIVE					
	Pompton Plaine			Nt 1				14.		

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POLICY NUMBER: AES1187300 00

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations			
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on "residential property".				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

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

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

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

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

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

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Supervisory, inspection, architectural or engineering activities.
- "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- 1. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of "your work" or "your product" which is imputed to the additional insured.
- 2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product."
- 4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis
- 5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
- **6.** This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.

AES GL 209 03 14 Page 1 of 1

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

### State Of New Jersey New Jersey Office of the Attorney General **Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE Home Improvement Contractors

Home Improvement Contractors	•	_	£ / /4 /5
HAS REGISTERED  MESSERCOLA EXCAVATING CO INC Fernando Messercola 549 East 3rd St Plainfield NJ 07060	:	Jersey Office of the Attorney General ion of Consumer Affairs S. IS. TO CERTIFY THAT THE BINDFOVERMENT CONTRACTORS REGISTERED SERCOLA EXCAVATING CO INC 6 Improvement Contractor	icians 021
FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvemen	t Contractor	New Jersey Office o Division of Consume THIS IS TO CERT Home Improvement HAS REGISTERED MESSERCOLA EXC Home Improvement	NOT AN ELECTRI 02/03/2020 TO 03/31/20 VALID 13VH08195500 Learse/Roge/ration/Contileste
02/03/2020 TO 03/31/2021 13VH LICENSE/REGISTRA	108195500 ATIONICERTIFICATION#	PLEASE DET IF YOUR LICENSE/ CERTIFICATE ID CA PLEASE NOTIFY: Home Improvement C P.O. Box 45016 Newark, NJ 07101	REGISTRATION ARD IS LOST
Signature of Licensee/Registrant/Certificate Holder ACTING	ZDIRECTØR		- [
		PLEASE DE	TACH HERE
A MADE OF THE PARTY OF THE PARTY.	and the second s	*	:
MESSERCOLA EXCAVATING CO INC YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS CORRESPONDENCE TO THE DIVISION OF CONSUMER A CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRE BELOW.	13VH 08195500 .	HATION DATE 2021 PLEASE USE IT IN ALL ON TO REPORT ADDRES Y TO THE ADDRESS NOTE	S
- Home Improvement Contra	etore		- 1
Р.О. Вох 45016 Newark, NJ 07101			
PRINT YOUR NEW ADDRESS OF RECORD BELOW. YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE AVAILABLE TO THE PUBLIC.	PRINT YOUR NEW MAILIN YOUR MAILING ADDRES: THE DIVISION OF C CORRESPONDENCE.	IG ADDRESS BELOW. S IS THE ADDRESS THAT ONSUMER AFFAIRS TO	WILL BE USED BY SEND YOU ALL
HOME	номе		
BUSINESS	BUSINESS		
			1
TELEPHONE INCLUDE AREA CODE	TELEPHONE INCLUDE AREA CODE	Marie America	

LICENSE

OR PLUMBER'S

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

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

# Public Works Contractor Registration Act

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

Responsible Representative(s):

Messercola Excavating Co., Inc.

Fernando Messercola, President

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

NON TRANSFERABLE

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

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

on at the control of the result of the r

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

TAXPAYER NAME:

TRADE NAME:

MESSERCOLA EXCAVATING CO., INC.

TAXPAYER IDENTIFICATION#

223-211-057/000

ADDRESS 549 EAST TMIRD STREET PLAINFIELD NJ 07060

EFFECTIVE DATE:

09/18/92

EORM-BRC(08-01)

1

CONTRACTOR CERTIFICATION#

0081350

ISSUANCE DATE:

09/13/01

Director Division of Revenue

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

Certification 41007

# Certificate of employee information report

effect for the period of N.J.A.C. 17:27-1.1 et. seq. and the Staté Treasurer has approved said raport. This approval will remain in RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to 15-NOV-2014 to .15-NOV-2021

MESSERCOLA ENCAVATING INC. 549 EAST 3RD SREET

**GTSLANDATA** 

NJ 07060

Andrew P. Sidamon-Eristoff State Treasurer



549 E. 3RD ST., PLAINFIELD, NJ 07060 908-561-4243 (OFFICE9 908-205-5249 (FAX)

SITE WORK +LAND CLEARING +DEMOLITION +TRUCKING +DGA + +FILL +GRAVEL +MULCH +

### **REFERENCES**

### Below is a list of References:

- Township of Scotch Plains 430 Park Ave., Scotch Plains, NJ 07076 Jim Watson, Township Engineer (908)322-6700 Office
- Borough of Kenilworth 567 Boulevard, Kenilworth, NJ 07033
   Anthony Gallerano, Township Engineer (908)276-2715 Office (908)403-3730 Cell
- Borough of Garwood 403 South Ave., Garwood, NJ 07027
   Don Guerellio, Township Engineer (908)620-1139 Office
- Township of Westfield 959 North Ave., Westfield, NJ 07090
   Kris Mcaloon, Township Engineer (908) 789-4100 Office (908)296-5998 Cell
- 5. County of Morris Po box 900, Morristown, NJ 07963
  Contact- Mauricio Cabrera- cell (973)-829-8621 Prinicipal engineer, County of Morris DPW, Division of Engineering
- T&M Associates, 11 Tindall Rd Middletown, NJ- Engineer firm Contact- Alexander Good- Construction Manager- Cell- (732)-687-0725
- 7. Keller & Kirkpatrick Inc, Engineer firm Contact-Robert Cutter Construction Manager (973)434-8348 Office (973)229-4825 Cell
- 8. Bernard's Township Sewage Authority, Emergency services Contact-John Rodriguez- cell- (908)-482-0839
- Borough of North Plainfield, Emergency services & maintenance Contact- Angelo Costello- cell-(908)-296-8945
- 10. City of Summit-2017 Drainage improvement contract Contact Rick Matias- Assistant City Engineer- (908)-598-2176

Should you require any further information or documentation about our Company, please do not hesitate to contact our office at (908)-561-4243 or you can email to <a href="mailto:messercolaj11@gmail.com">messercolaj11@gmail.com</a>.



SITE WORK  $\neq$  LAND CLEARING  $\neq$  DEMOLITION  $\neq$  TRUCKING  $\neq$  DGA  $\neq$   $\neq$  FILL  $\neq$  GRAVEL  $\neq$  MULCH  $\neq$ 

### EQUIPMENT AND TRUCK LIST

1998 Peterbilt Tract	1998	١	: P	'ete	rb!	ılt	11	act	Ю
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2001 Kenworth Tractor

1994 East Walking Floor Trailer

1995 Dorsey Walking Floor Trailer

2000 Kenworth Tractor

2000 Mack Walking Floor Trailer

2003 JHM Tub Trailer

2010 Ford F550 Mason Dump

2013 Western Tri Axle

2017 Western Tri Axle

1993 East Walking Floor Trailer

2010 Western Star Low Boy Tractor

2012 Ford F550 Tool Truck

2017 Western Star Tri Axle

Messercola Excavating Inc

Ph. (609)-549-5306 (908)-561-4243

Fax (908)-205-8579

1989 Eager, 20 Ton Trailer

2019 Volvo Tri Axle

2011 Ford E350 Tool Van

2005 Talbert 55 Ton Trailer

1999 Mack Walking Floor Trailer

1995 Ford Roll-off

2015 Link Belt 1.25 yd Excavator

2017 Link Belt 1 yd Excavator

2009 John Deere 1.75 yd Wheel Loader

2008 Case 1.75 yd Wheel Loader

2018 Cat .75 yd Excavator

2019 Kubota .75 yd Excavator

2017 Boway 42" Drum Roller

2012 Rammax 24" Drum Roller

2017 Cat 6-way Dozer

2016 Kubota .75 yd Skid Steer

6x9, 10x9, & 12x9 Aluminum Trench Boxes

Messercola Excavating Inc

Ph. (609)-549-5306 (908)-561-4243

Fax (908)-205-8579

### MESSERCOLA EXCAVATING CO., INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2019

# MESSERCOLA EXCAVATING CO., INC. DECEMBER 31, 2019

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Statement of Retained Earnings - Cash Basis	3
Statement of Revenues and Expenses - Cash Basis	4

### GOODMAN, O'MALLEY, ROSAMILIA, VOORMAN & FASS, LLC

CERTIFIED PUBLIC ACCOUNTANTS

210 Malapardis Road, Suite 104 Cedar Knolls, New Jersey 07927-1121

www.gorvcpa.com

VINCENT P. O'MALLEY, C.P.A. JOSEPH S. ROSAMILIA, C.P.A. (NJ & NY) ROBERT A. VOORMAN, C.P.A. (NJ & PA)

GARY S. GOODMAN, C.P.A. MARTIN FASS PHONE: (973) 599-0999 Fax: (973) 599-0255

### INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

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

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

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

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

March 25, 2020

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

### **ASSETS**

CURRENT ASSETS	φ 41.040
Cash	\$ 41,049
Total Current Assets	41,049
PROPERTY AND EQUIPMENT Property and equipment Less: Accumulated depreciation Total Property and Equipment	3,819,918 (1,445,084) 2,374,834
OTHER ASSETS  Total Other Assets  Total Assets	\$2,415,883
LIABILITIES AND STOCKHOLDER'S EQUITY	: -   -   -
CURRENT LIABILITIES	\$ 315,721
Current maturities of long-term debt	23,497
Other current liabilities	339,218
Total Current Liabilities	
LONG-TERM LIABILITIES  Long-term debt, less current maturities	808,642
Total Long-Term Liabilities	808,642
STOCKHOLDER'S EQUITY	5,000
Common stock, 100 shares authorized and issued	1,263,023
Retained earnings	1,268,023
Total Stockholders' Equity	\$2,415,883
Total Liabilities and Stockholder's Equity	Ψ2,1,0,000

### MESSERCOLA EXCAVATING CO., INC. STATEMENT OF RETAINED EARNINGS-CASH BASIS FOR THE YEAR ENDED DECEMBER 31, 2019

RETAINED EARNINGS, beginning of year	\$ 1,023,162
DIVIDENDS	214,982
NET EARNINGS	454,843
RETAINED EARNINGS, end of year	\$ 1,263,023

# MESSERCOLA EXCAVATING CO., INC. STATEMENT OF REVENUES AND EXPENSES-CASH BASIS FOR THE YEAR ENDED DECEMBER 31, 2019

ION TILL 12.	
REVENUE	<u>\$ 7,626,267</u>
COST OF REVENUE	823,418
Purchases	1,197,340
Subcontractors	1,646,756
Labor	359,628
Payroll taxes and insurance	1,026,195
Other costs	5,053,337
Total Cost of Revenue	
GROSS PROFIT	2,572,930
EXPENSES	335,122
Payroll-officers	53,073
Payroll-others	198,113
Payroll taxes and insurance	41,065
Rents	43,866
Miscellaneous taxes	289,693
Repairs and maintenance	7,076
Advertising	501,217
Insurance	87,561
Postage and office	9,222
Telephone	19,926
Data processing	66,587
Professional fees	13,757
Employee benefits	11,022
Utilities	21,532
Miscellaneous	1,698,832
Total Expenses	874,098
EARNINGS FROM OPERATIONS	
OTHER INCOME AND (EXPENSE)	(66,593)
Interest expense	(346,962)
Depreciation	(413,555)
Total Other Income and (Expense)	
EARNINGS BEFORE INCOME TAXES	460,543 5,700
INCOME TAXES	\$ 454,843
NET EARNINGS	<b>Ф</b>   <del>   101,010</del>