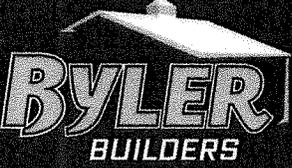


5/27/20  
Gave original  
to Shawn Carr

**TOWNSHIP OF LOWER  
CAPE MAY COUNTY, NEW JERSEY**

**Jeff Byler**  
Operations Manager

P: 302.653.0300 | C: 302.943.0472 | F: 302.659.0505  
jeff@bylerbuilders.com

sheryl @ greenfields fitness . com

Byler  
Base 299,589

**Jonathan Hoffman Playground  
Improvements – Mitnick Park**

S1 - 6,800  
S2 6,800  
S3 3,700

CONTRACT NO. M-15

**MAYOR**

Frank Sippel

**COUNCIL MEMBERS**

David Perry, Deputy Mayor  
Thomas Conrad, 1<sup>st</sup> Ward  
Kevin Coombs, 2<sup>nd</sup> Ward  
Roland Roy, Jr., 3<sup>rd</sup> Ward

**TOWNSHIP MANAGER**

Jim Ridgway

**TOWNSHIP CLERK**

Julie Picard, RMC

**PARKS & RECREATION SUPERINTENDENT**

Mitchell Plenn

April 2020

**SHAWN A. CARR**

Professional Engineer - NJ Lic. No. 24GE04842400

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BID  
to the  
TOWNSHIP OF LOWER  
CAPE MAY COUNTY, NEW JERSEY  
JONATHAN HOFFMAN PLAYGROUND IMPROVEMENTS –  
MITNICK PARK

CONTRACT NO. M-15

THE UNDERSIGNED, as bidder, declares that the only persons or parties interested in the Bid as principals are named on Ownership Disclosure Statement; that the Bid is in all respects fair and without collusion or fraud; that he has carefully examined the annexed proposed form of Contract, the Specifications, the Contract Drawings, and the Information for Bidders; that he, or his representative, has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this Bid is accepted, he will contract with the **Township of Lower** in the form of contract hereto annexed, to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the Contract in the manner and time therein specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

BID  
to the  
TOWNSHIP OF LOWER  
CAPE MAY COUNTY, NEW JERSEY  
JONATHAN HOFFMAN PLAYGROUND IMPROVEMENTS –  
MITNICK PARK

CONTRACT NO. M-15

SCHEDULE OF BID ITEMS

	<u>AMOUNT</u>
ITEM 1    GENERAL CONDITIONS: For the lump sum price bid for mobilization, demobilization, site access, site maintenance, site security, temporary construction fencing, traffic control. Item includes any item that may not be covered by unit costs or lump sum items in this bid.	
1 LS @ \$ <u>8,500</u>	\$ <u>8,500</u>
<u>Eight thousand five hundred dollars</u> (Write LUMP SUM PRICE for Item 1 in Words and Numbers)	
ITEM 2    SOIL EROSION AND SEDIMENT CONTROL MEASURES: For the lump sum price bid, contractor shall provide for the installation of soil erosion and sediment control (SESC) measures and maintenance of SESC measures for duration of project, and removal at completion of project.	
1 LS @ \$ <u>7,500</u>	\$ <u>7,500</u>
<u>Seven thousand five hundred dollars</u> (Write LUMP SUM PRICE for Item 2 in Words and Numbers)	
ITEM 3    SITE DEMOLITION: For the lump sum price bid, contractor will provide all labor and materials necessary for the removal and disposal of the existing playground including but not limited to playground equipment, footings/foundations, perimeter curbing, mulch surfacing, benches, and all else necessary to make way for the proposed improvements.	
1 LS @ \$ <u>8,500</u>	\$ <u>8,500</u>
<u>Eight thousand five hundred dollars</u> (Write LUMP SUM PRICE for Item 3 in Words and Numbers)	

ITEM 4 INSTALLATION OF PLAYGROUND EQUIPMENT, BENCHES, PICNIC TABLE AND A SHADE STRUCTURE: For the lump sum price bid, the contractor will provide all labor and materials necessary for the installation only of the playground equipment, four (4) benches, two (2) ADA picnic tables, and one (1) fabric style shade structure purchased by the owner outside of this contract. Contractor is responsible for taking delivery of equipment, storage prior to installation, and assembly/installation of all components, footings/foundations and all else necessary for a complete installation.

1 LS @ \$ 46,300 \$ 46,300

Forty six thousand three hundred dollars  
(Write LUMP SUM PRICE for Item 4 in Words and Numbers)

ITEM 5 FITNESS EQUIPMENT: For the lump sum price bid, the contractor will provide all labor and materials necessary for the installation of four (4) fitness equipment components (Squat, Shoulder Press, Chest Press, and Cardio Stepper), along with the announcement board. Item includes providing and installing equipment, footings/foundations and all else necessary for a complete installation.

1 LS @ \$ 36,000 \$ 36,000

Thirty six thousand dollars  
(Write LUMP SUM PRICE for Item 5 in Words and Numbers)

ITEM 6 ASPHALT PATHWAY PAVEMENT: For the unit price bid, contractor to provide all labor and materials necessary for a complete installation including excavation and disposal of existing soil materials, and installation of pavement, base stone, and all else necessary for a complete installation.

175 SY @ \$ 108 Per SY \$ 18,900

Eighteen thousand nine hundred dollars  
(WRITE UNIT PRICE for Item 6 in Words and Numbers)

ITEM 7 CONCRETE PAVEMENT: For the unit price bid, contractor to provide all labor and materials necessary for a complete installation including excavation and disposal of existing soil materials, and installation of concrete pavement and base stone.

14 SY @ \$ 100 Per SY \$ 1,400

One thousand four hundred dollars  
(WRITE UNIT PRICE for Item 7 in Words and Numbers)

ITEM 8 CONCRETE PERIMETER CURB AT RESILIENT RUBBER SURFACING: For the unit price bid, contractor to provide all labor and materials necessary for a complete installation, including excavation and disposal of existing soils and installation of curbing.

460 LF @ \$ 32 Per LF \$ 14,700

Fourteen thousand seven hundred dollars

(WRITE UNIT PRICE for Item 8 in Words and Numbers)

- ITEM 9 RESILIENT RUBBER SURFACING: For the unit price bid, contractor to provide all labor and materials necessary for a complete installation. Includes excavation and disposal of existing soils, installation of resilient rubber surfacing, including base stone, underdrain piping, and all else necessary for a complete installation.

5,600 SF @ \$ 22.98 Per SF \$ 128,688

One hundred twenty eight thousand six hundred eighty eight  
(WRITE UNIT PRICE for Item 9 in Words and Numbers)

- ITEM 10 DRAINAGE IMPROVEMENTS: For the lump sum price bid, contractor to provide all labor and materials necessary for the installation of drainage improvements including but not limited to excavation/disposal of existing soil materials, piping, connections, drain basins, stone, fabric, backfill, etc.

1 LS @ \$ 11,500 Per LS \$ 11,500

Eleven thousand five hundred dollars  
(WRITE LUMP SUM PRICE for Item 10 in Words and Numbers)

- ITEM 11 PAINTED GAMES: Install two painted games with white line striping paint.

1 LS @ \$ 1,800 \$ 1,800

One thousand eight hundred dollars  
(Write LUMP SUM PRICE for Item 11 in Words and Numbers)

- ITEM 12 LANDSCAPING/SITE RESTORATION: For the lump sum price bid, contractor provide all labor and materials necessary for the installation of landscaping/site restoration including plant material, mulch, soil amendments, topsoil, seeding/stabilization, etc.

1 LS @ \$ 15,800 Per LS \$ 15,800

Fifteen thousand eight hundred dollars  
(WRITE LUMP SUM PRICE for Item 12 in Words and Numbers)

TOTAL BASE BID (Items 1 through 12 inclusive)

\$ 299,588

Two hundred ninety nine thousand five hundred eighty eight  
(WRITE TOTAL BASE BID in Words and Numbers)

The following bid items cover work which may or may not be awarded as part of this contract. Refer to the note on the Bid Summary page for the method which the Owner will use for the award of this contract.

SCHEDULE OF SUPPLEMENTAL BID ITEMS

ITEM S1 SUPPLEMENTAL FITNESS EQUIPMENT – ARM CURL: For the lump sum price bid, the contractor will provide all labor and materials necessary for the installation of the Arm Curl fitness equipment components. Item includes providing and installing equipment, footings/foundations and all else necessary for a complete installation.

1 LS @ \$ 6,800 \$ 6,800

Six thousand eight hundred dollars  
(Write LUMP SUM PRICE for Item S1 in Words and Numbers)

ITEM S2 SUPPLEMENTAL FITNESS EQUIPMENT – TRICEPS PRESS: For the lump sum price bid, the contractor will provide all labor and materials necessary for the installation of the Triceps Press fitness equipment components. Item includes providing and installing equipment, footings/foundations and all else necessary for a complete installation.

1 LS @ \$ 6,800 \$ 6,800

six thousand eight hundred dollars  
(Write LUMP SUM PRICE for Item S2 in Words and Numbers)

ITEM S3 SUPPLEMENTAL FITNESS EQUIPMENT – SIT-UP BENCH: For the lump sum price bid, the contractor will provide all labor and materials necessary for the installation of the Sit-Up Bench fitness equipment components. Item includes providing and installing equipment, footings/foundations and all else necessary for a complete installation.

1 LS @ \$ 3,700 \$ 3,700

Three thousand seven hundred dollars  
(Write LUMP SUM PRICE for Item S3 in Words and Numbers)

**BID SUMMARY**

<b>PRICE FOR BASE BID</b>	\$ _____
<b>PRICE FOR SUPPLEMENTAL BID ITEM S1</b>	\$ _____
<b>PRICE FOR SUPPLEMENTAL BID ITEM S2</b>	\$ _____
<b>PRICE FOR SUPPLEMENTAL BID ITEM S3</b>	\$ _____

**BASIS OF AWARD:**

Under **Contract No. M-15** the Township of Lower may elect to award, in addition to the work covered under the BASE BID, work which is included under the SUPPLEMENTAL BID ITEMS. The Township of Lower reserves the right to award and contract for the following work: BASE BID (Items 1 through 12) **only, OR**

BASE BID (Items 1 through 12) **plus** SUPPLEMENTAL BID ITEM S1, OR

BASE BID (Items 1 through 12) **plus** SUPPLEMENTAL BID ITEMS S1 & S2, OR

BASE BID (Items 1 through 12) **plus** SUPPLEMENTAL BID ITEMS S1, S2 & S3

The decision to award the SUPPLEMENTAL BID ITEMS will be made by the Owner after the receipt of bids and will be based on the bid prices, available funding, and determination of the public benefit relative to the cost. All bidders must submit prices for the Base Bid and all Supplemental Bid Items. Any Bid which does not contain bid prices for the Base Bid Item and all the Supplemental Bid Items may be considered non-responsive. Only a single award will be made to a single Contractor.

Should the following criteria be met, the Owner will award the Contract to the Bidder that submits the lowest total BASE BID plus the combination of SUPPLEMENTAL BID ITEMS listed above:

1. Funds are available to award the BASE BID plus the SUPPLEMENTAL BID ITEMS in the order listed above; and
2. The Owner deems that the public benefit provided by awarding the SUPPLEMENTAL BID ITEMS exceeds the cost.

Should the above criteria not be met, the Owner will award the Contract to the Bidder that submits the lowest BASE BID.

ASPHALT CEMENT AND FUEL PRICE INDEX

Contractor shall provide the asphalt and fuel index price for the month before the opening of bids as determined and published by the New Jersey Department of Transportation. (<http://www.state.nj.us/transportation/business/trnsport/PriceIndex.shtm>)

May  
Current Month

2020  
Year

Fuel Index: \$ 2.28

Asphalt Cement Index: \$ 444

Asphalt Supplier Location: North / South (circle one) of Route 195

Seashore Asphalt 2951 Dennisville - Petersburg Rd Woodbine NJ 08270  
Name and Address of Asphalt Supplier

This Bid is accompanied by bid security either in the form of a certified check or cashiers check drawn on \_\_\_\_\_

(Name of Bank)

\_\_\_\_\_  
(Address of Bank)

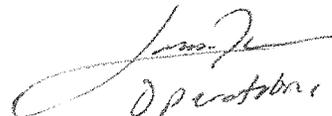
Bank of \_\_\_\_\_ in the amount of \_\_\_\_\_

Dollars or a Bid Bond in the amount of Twenty thousand Dollars

guaranteed by the undersigned as Bidder and Sure Tea Insurance as Surety. This Bid is also accompanied by a Consent of Surety(s) for Performance Bond and Maintenance Bond in accordance with the conditions named in the foregoing Information for Bidders.

The undersigned Bidder hereby agrees that if this Bid shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bonds in accordance with the terms of this proposal and with the requirements of the foregoing Information for Bidders, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Bid and its acceptance shall be null and void and (1) if a certified check is herewith submitted as bid security, the amount of said check accompanying this Bid shall be due and payable thereunder to the Owner as liquidated damages; otherwise the said certified check, or the amount thereof, shall be returned to the undersigned, or (2) if a Bid Bond is herewith submitted as bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Owner as liquidated damages in accordance with said Bid Bond; otherwise the Bid Bond shall become null and void.

The undersigned Bidder acknowledges and agrees that such Bidder has received, read, understand, and shall comply with all provisions of the Contract Documents, including Affirmative Action.

  
Operational Manager  
Jeff Byler

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

\_\_\_\_\_  
 (Name of Local Contracting Unit)

Jonathan Hoffmen Playground Improvements  
 (Name of Construction/Public Works Project)

M-15  
 (Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1(a), the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (mail, fax, Pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NO ADDENDA WAS RECEIVED

Acknowledgement by Bidder:

Name of Bidder: Byler Builders

By Authorized Representative: Jeff Byler

Signature: 

Printed Name and Title: Jeff Byler Operations Manager

Date: 5-26-20

**SIGNATURE OF BID BY BIDDER**

IN WITNESS WHEREOF the Bidder has signed this Bid or caused this Bid to be signed by the Bidder's duly authorized representative(s).

Signature of Bid by Individual Proprietor:

Witnessed:

\_\_\_\_\_

\_\_\_\_\_

Witnessed Signature

Bidder's Signature

(ADD TYPED OR PRINTED NAMES OF BIDDER AND WITNESS)

Date: \_\_\_\_\_

Signature of Bid in behalf of Partnership (all general partners must sign):

Name of Partnership

\_\_\_\_\_

Witness Signature

By \_\_\_\_\_  
General Partner Signature

(ADD TYPED OR PRINTED NAMES OF PARTNERS AND WITNESSES)  
(ADD ADDITIONAL PAGES IF NECESSARY)

Date: \_\_\_\_\_

Signature of Bid in behalf of Corporation (President and Secretary must sign or corporation resolution authorizing others to sign must be affixed). Affix corporate resolution authorizing the Bid and affix corporate seal to all resolutions and to the Bid.

Attest:

Name of Corporation:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Corporate Seal

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

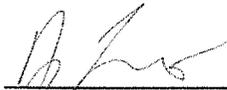
Date: \_\_\_\_\_

Signature of Bid in behalf of Limited Liability Company (Manager must sign or Power of Attorney authorizing others to sign must be affixed). Affix Power of Attorney authorizing the Bid and affix company seal to all Power of Attorney and to the Bid.

Attest:

Name of Limited Liability Company

Byler Builders LLC

  
Dan Cerro

By   
Manager

By Wendy Byler  
Manager

  
Manager

Company Seal

(ADD TYPED OR PRINTED NAMES OF MANAGER AND WITNESS)

(ADD ADDITIONAL PAGES IF NECESSARY)

Date: 5-26-2020

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

*This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.*

Name of Organization: Byler Builders

Organization Address: 6157 Millington Rd Clayton DE 19938

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Business Address
Harvey D. Byler	6157 Millington Rd Clayton DE 19938

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

*If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.*

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

*Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.*

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Harvey Butler	6157 Millington Rd Clayton DE 19938

**Part IV Certification**

*I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Lower is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Lower to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township of Lower to declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print):	Jeffrey Lee Byler	Title:	Operations Manager
Signature:		Date:	5-26-2020

CONTRACTOR'S CERTIFICATION

Bidder's Name: Byler Builders

Address: 6157 Millington Rd Clanton DE 19938

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq. and N.J. S.A. 10:5-31 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et seq.

See Exhibits A and B, attached hereto.

After notification of award, but **before** signing a construction contract the Bidder/Contractor is required to submit to the public agency compliance officer and the affirmative action office an initial project manning table consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-7.

(NAME AND TITLE OF SIGNER - PLEASE PRINT OR TYPE)

Jeff Byler

5-26-2020  
(DATE)

  
(SIGNATURE)

## **NEW JERSEY ANTI-DISCRIMINATION PROVISIONS**

*N.J.S.A. 10:2-1 ET SEQ.*

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to N.J.S.A. 18A:18A-51 et seq.

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

*During the performance of this contract, the contractor agrees as follows:*

*The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.*

*The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.*

*The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.*

*The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.*

*The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.*

*The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure*

*that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.*

*In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.*

*The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:*

*Letter of Federal Affirmative Action Plan Approval*

*Certificate of Employee Information Report*

*Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))*

*The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.*

(REVISED 4/10)

**EXHIBIT B**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

*The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.*

*The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.*

*The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.*

*When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:*

*(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.*

*(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:*

*(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;*

*(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;*

*(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;*

*(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;*

*(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;*

*(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:*

*(i) The contractor or subcontractor shall interview the referred minority or women worker.*

*(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate*

*qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.*

*(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.*

*(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.*

*(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.*

*(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.*

*After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.*

*The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is*

*necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.*

*(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.*

CERTIFICATION OF NONSEGREGATED FACILITIES

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature 

\_\_\_\_\_  
Date 5-26-2020

\_\_\_\_\_  
Name and Title of Signer (Please Type) Jeff Butler

\_\_\_\_\_  
Operations Manager

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

LISTING OF SUBCONTRACTORS TO BE USED

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

WORK CATEGORY	NAME	ADDRESS
Plumbing and Gas Fitting and all kindred work		
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and all Kindred Work		
Electrical Work		
Structural Steel and Ornamental Iron Work		

(Attach Additional Pages as Required)

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF Cape May ss.:

I, Jeff Byler, of the City of Smyrna in the County of Kent and the State of Delaware of full age, being duly sworn according to law on my oath depose and say that:

I am Operations Manager of the firm of Byler Builders the bidder making the Bid for the above-named contract, and that I executed the said Bid with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the within Contract; and that all statements contained in said Bid and in this Affidavit are true and correct, and made with full knowledge that the **Township of Lower** relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract.

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

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

(Name of Bidder)

Byler Builders

Signature [Signature]

Typed name: Jeff Byler

Subscribed and sworn to before me this 26<sup>th</sup> day of May, 2020.

[Signature]  
Notary Public of Delaware



TOWNSHIP OF LOWER  
CAPE MAY COUNTY, NEW JERSEY  
JONATHAN HOFFMAN PLAYGROUND IMPROVEMENTS –  
MITNICK PARK

CONTRACT NO. M-15

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

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY COUNTY OF

I, Jeff Byler of the Township of \_\_\_\_\_  
in the County of Kent and the State of Delaware of  
full age, being duly sworn according to law on my oath depose and say that:

I am Operations Manager, an officer of the  
firm of Byler Builders the bidder making the Proposal for the above named work,  
and that I executed the said Proposal with full authority to do so that said bidder at the time of  
making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred,  
Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the  
affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit  
relies upon the truth of the statements contained in said Proposal and in the statements  
contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the  
State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and  
during the life of this Contract, including the Guarantee Period, that The  
Owner (Loan Applicant) shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

*[Signature]* Byler Builders 6157 Millington Rd Clayton DE 19938  
(Insert Name and Address of Contractor)

Jeff Byler - Operations Manager  
(Insert Name and Title of Affiant)

Subscribed and sworn

before me this 26<sup>th</sup> day  
of May 2020

*[Signature]*  
Notary Public of Delaware

My commission expires September 24, 2020



REQUIREMENT FOR CERTIFICATE OF SURETY

The Contractor bidding this single overall contract shall furnish to the Township of Lower Certificates of Surety for a Performance Labor and Material Payment Bond for an amount equal to 100% of the Bid price and for a Maintenance Bond in an amount equal to 100% of the Contract Price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents or on equivalent forms as may be approved by the Owner's Attorney.

CERTIFICATE OF SURETY

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by **Contract No. M-15** of the **Township of Lower, Cape May County, New Jersey, Jonathan Hoffman Park Playground Improvements – Mitnick Park**; and

WHEREAS the undersigned Surety Company, authorized to do business in New Jersey, desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the said bonds in the forms and amounts required;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the said Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that if **Contract No. M-15** of the **Township of Lower, Cape May County, New Jersey, Jonathan Hoffman Park Playground Improvements – Mitnick Park**; be awarded to the Contractor named below;

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for **Contract No. M-15** for the faithful performance of said Contract according to its terms and conditions and for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contract Price for **Contract No. M-15**, for the faithful performance of the work required under the Article of the Contract entitled "Maintenance Period". Said bond to remain in effect through the end of the Maintenance Period; and

The undersigned surety agrees to execute the said bonds as surety and will deliver them to the Owner under said Contract as obligee, upon the demand of said Owner.

Name and Address of Principal (Contractor):

---

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF said Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest: \_\_\_\_\_  
\_\_\_\_\_

Surety Company  
By \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Note: A corporate acknowledgment of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company. In addition, surety must be a New Jersey corporation or authorized to do business in New Jersey.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
\_\_\_\_\_ Hereinafter called the Principal, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ and licensed or authorized to do business in New Jersey, hereinafter called  
the Surety, as Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Obligee, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be  
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and the Contract Documents; and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof and for the environmental maintenance requirements thereof; and deliver evidence of insurance and such other documents as are required by the Contract Documents as conditions precedent to the Owner's execution of the Contract, all within the times required in the Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

In the presence of:

\_\_\_\_\_(Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_(Seal)  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_(Seal)  
TITLE



PART 2

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant the Bidder named below the control of said equipment during such time as may be required for that portion of the work described in the Contract Documents for **Contract No. M-15** of the **Township of Lower**.

5-26-20  
Date

  
Signature of Owner or  
Controller of Equipment

Byler Builders - Harvey Byler  
Name of Bidder

6157 Millington Rd Clayton PE 19938  
Business Address of Owner or  
Controller of Equipment

List of Equipment

- 6. John Deere Skid Loaders \_\_\_\_\_
- 4. F35D Utility Back Crew Trucks \_\_\_\_\_
- 2. Hitachi Excavators \_\_\_\_\_
- 2. Peterbilt Haul Trucks \_\_\_\_\_
- Plate Tamper \_\_\_\_\_
- Drum Rollers \_\_\_\_\_
- Equipment Trailers \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(Attach Additional Sheets as Required)

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT  
COMMISSION (ELEC)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

\* \* \* \* \*

STATE OF NEW JERSEY  
Division of Purchase and Property

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Contract Number: M-15 Bidder: Bulen Builders

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

**OR**

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

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

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

Name: \_\_\_\_\_ Relationship to  
Bidder: \_\_\_\_\_  
Description of  
Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_  
Anticipated Cessation Date: \_\_\_\_\_  
Bidder Contact Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

[ADD AN ADDITIONAL ACTIVITIES ENTRY]

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

Full Name (Print): Harvey Byler

Signature: [Handwritten Signature]

Title: President Date:

5-26-20

DOCUMENT SUBMISSION CHECKLIST

**PART I**  
**Items Mandatory for Bid**

The bidder shall submit, with the Bid, the following Items Mandatory for Bid. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and, in the case of the execution of the Contract Documents, must be legally binding on the bidder.

By initialing the entries herein, the bidder indicates that the required items have been included with the Bid as required herein.

<u>Initials</u>	<u>Items</u>
<i>L.B.</i>	A guarantee to accompany the bid that complies with N.J.S.A. 40A:11-21.
<i>L.B.</i>	A certificate from a surety company that complies with N.J.S.A.40A:11-22.
<i>L.B.</i>	A statement of corporate ownership (or separate statements for joint ventures) that complies with N.J.S.A. 52:25-24.2
<i>L.B.</i>	A listing of subcontractors that complies with N.J.S.A. 40A:11-16.
<i>L.B.</i>	A document provided by the Owner for the bidder to acknowledge the bidder's receipt of any notices, revisions or addenda to the advertisement or bid documents pursuant to N.J.S.A. 40A:11-23.1.
<i>L.B.</i>	Bid is legally executed on behalf of the bidder.
<i>L.B.</i>	Prices for each bid item contained in the Bid forms.
<i>L.B.</i>	A signed "Disclosure of Investment Activities in Iran" form that complies with N.J.S.A. 40A:11-2.1
<i>L.B.</i>	Bidder has executed the Part I Certification, below.

**Certification**

I hereby certify that I have enclosed with the Bid, each of the items initialed above.

**NOTE:** This Part I of the Document Submission Checklist shall be initialed and signed as instructed above and shall be submitted with the Bid.

  
\_\_\_\_\_  
Authorized Signature by or in Behalf of Bidder  
(Signature pertains to Part I, only)

**PART II**  
**Items Discretionary**  
**for**  
**Bid but Mandatory for Award**

The Bidder is requested to submit the following items with the Bid. The failure of the bidder to provide any of these items in proper form by the time set for award may result in the rejection of the Bid.

Initials	Items
<i>JCB</i>	Prices in words and numbers as may be modified to correct discrepancies (or omissions) inserted for each Bid Item in Bid.
	Total Price bid as may be modified to correct discrepancies in the individual bid amounts inserted in Bid in words and numbers.
	Details of bid security inserted in Bid Pages.
	Signature of Bidder on Bid is witnessed.
	Names of signers and witnesses are typed or printed below signatures.
	Corporate acknowledgment on Certificate of Surety and evidence of authority of the signer is attached to Certificate of Surety (N.J.S.A. 40A:11-22).
	Certification of Bidder's Status on State Treasurer's List has been completed and submitted.
	Equipment Certification is completed (N.J.S.A. 40A:11-20).
	Duly acknowledged Powers of Attorney are attached to Bid Pages for Bids signed by Attorney-in-Fact.
	For corporate bidders, corporate resolution authorizing the Bid is attached to Bid Pages
	For joint venture bidders, separate Ownership Disclosure Statements are included in the Bid (Pages for each member (N.J.S.A. 52:25-24.2).
	A tabulation of other work now under contract, giving location, type, size, total cost, required date of completion and the percentage of completion (to the date of this bid) of each job.
	Evidence of bidder's compliance with all legal requirements for the bidder to bid and to enter into the Contract (e.g., plumbing contractor compliance with N.J.S.A. 45:14C-12.3, electrical contractor compliance with N.J.S.A. 45:5A-9, etc.).
	Evidence, in the case of a partnership, as to whether the partnership is general or limited and identifying the names and addresses of all partners and indicating whether they are general or limited partners.
	Evidence, in the case of a joint venture bidder, as to the parties to the joint venture, a statement of the individual responsibilities of each party to the joint venture agreement and such other information as may be pertinent to each of the joint venturers' responsibility to fulfill the obligations of the Contract. All information and certification required in the Contract Documents shall be separately stated for each member of the joint venture.
	A statement of the largest amount of construction work which the bidder has done in any one year (state the year). Describe experience with similar projects over the last five (5) years. State and describe the projects of equal or greater value during the last five (5) years.
	Certificate(s) of Registration under The Public Works Contractor Registration Act (where applicable) (N.J.S.A.34:11-56.48) for bidder and subcontractors of any tier.
	Certification of Nonsegregated Facilities.
	Non-Collusion Affidavit is correctly filled out, signed on behalf of Bidder and notarized.
	Contractor's Certification regarding Discrimination, Affirmative Action, and Equal Employment Opportunity completed.
	Business Registration Certificate(s) to comply with the provisions of N.J.S.A. 52:32-44 for bidder and subcontractors of any tier. The Business Registration Certificates shall be

	provided to the Contracting Agency and that of any named subcontractor prior to the time the contract is awarded.
	At least one bank reference.
	At least two credit references.
	Such additional information as may be required to establish that the bidder is responsible and is adequately prepared to fulfill the requirements of the Contract.

**Part II Certification**

I hereby certify that I have enclosed with the Bid, each of the items initialed above.

**NOTE:** This Part II of the Document Submission Checklist shall be initialed and signed as instructed above and shall be submitted with the Bid.

\_\_\_\_\_  
 Authorized Signature by or in Behalf of Bidder  
 (Signature pertains to Part II, only)

**(End of Checklist)**

## SPECIAL CONDITIONS

### 0.00 General

The Contractor is warned that the project is in a Residential Area. All construction activity must be done with minimum interference to residents of the project area. This Contract shall be completed within **120** days, which will begin upon receipt of the Notice to Proceed. Mobilization shall be coordinated with the Township, County and Police.

### 0.01 Traffic Control

The control of the flow of traffic within the Township of Lower is the responsibility of the Township's Police Department. All orders given by the Police and the Township Engineer must be obeyed by the Contractor. The Contractor must cooperate with the Police Department, the County and the Township Engineer in the use of barricades to detour traffic. The Contractor, when bidding this project, shall not assume that any street can be totally closed for the purpose of this project. The Contractor **may not** close any street to vehicular traffic without notifying and receiving the consent of the Township Engineer, the County the Police Department and Fire Department, **in writing** at least **24** hours in advance (fax confirmation report required) for facsimile notices.

When the Contractor requires the assistance of the police to direct traffic (for either construction activities or material deliveries), the Contractor shall notify the Lower Township Police Department, at least 24 hours prior to when the police officer is needed. The Township Police Department will make the determination whether a police officer will be required. The Contractor shall fax a confirmation notice to the Engineer **every** time an officer is **requested** for the project. The fax confirmation shall include the anticipated work tasks, the number of officers that are required, the date of the request, the time of the request, and the person at the police station that took the request.

Any off-duty police employed for traffic control shall be from the Lower Township Police Department. If alternates are required, they shall be subject to the approval of the Lower Township Police.

### 0.02 Pedestrian Control and Protection

The Contractor shall take whatever measures are necessary to protect the health and welfare of pedestrians on the streets and within the park. Such measures shall include, but not limited to surrounding all open trenches with snow fencing or plating after hours, barricades with operable flashing lights, traffic cones, etc., around stockpile materials and equipment. Pedestrian traffic must be maintained and protected. The Engineer reserves the right to order additional pedestrian protection without additional compensation to the Contractor. At least one means of pedestrian thoroughfare will be left available by the Contractor for every area of work.

### 0.03 Permits and Bonding for County and City Streets

The Contractor shall be responsible for obtaining and paying for all road opening permits and bonding as required. Prior to the bid, the Contractor shall make himself fully aware of the requirements and the costs associated with road opening permits for the County and the Township and the type of bonding that is required prior to bidding this project. Bonding requirements for road opening permits shall be included in the various unit bid items. The Contractor shall also make himself familiar with the requirements of trench restoration for Township roads. The Contractor shall take these hardships into account when preparing his bid, and shall have no claim against the Township of Lower for this work, other than what may be provided for in the unit prices bid.

Bond Number: STEC-NJ14

REQUIREMENT FOR CERTIFICATE OF SURETY

The Contractor bidding this single overall contract shall furnish to the Township of Lower Certificates of Surety for a Performance Labor and Material Payment Bond for an amount equal to 100% of the Bid price and for a Maintenance Bond in an amount equal to 100% of the Contract Price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents or on equivalent forms as may be approved by the Owner's Attorney.

CERTIFICATE OF SURETY

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by **Contract No. M-15 of the Township of Lower, Cape May County, New Jersey, Jonathan Hoffman Park Playground Improvements – Mitnick Park;** and

WHEREAS the undersigned Surety Company, authorized to do business in New Jersey, desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the said bonds in the forms and amounts required;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the said Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that if **Contract No. M-15 of the Township of Lower, Cape May County, New Jersey, Jonathan Hoffman Park Playground Improvements – Mitnick Park;** be awarded to the Contractor named below;

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for **Contract No. M-15** for the faithful performance of said Contract according to its terms and conditions and for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contract Price for **Contract No. M-15**, for the faithful performance of the work required under the Article of the Contract entitled "Maintenance Period". Said bond to remain in effect through the end of the Maintenance Period; and

The undersigned surety agrees to execute the said bonds as surety and will deliver them to the Owner under said Contract as obligee, upon the demand of said Owner.

Name and Address of Principal (Contractor):

Byler Builders, LLC

6157 Millington Road, Clayton, DE 19938

497

122018-NF (Rev. No. 31)

B-28



IN WITNESS WHEREOF said Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this 27th day of May, 2020.

SureTec Insurance Company

1330 Post Oak Blvd, Suite 1300, Houston, TX 77056

Surety Company

Attest

By

Janet Gross, Witness to Surety

Bruce M. Allen, Attorney-In-Fact

Address PO Box 137

Elwood, NJ 08217

Phone 856-753-4477

Note: A corporate acknowledgment of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company. In addition, surety must be a New Jersey corporation or authorized to do business in New Jersey.



Bond Number: STEC-NJ14

BID BOND

Byler Builders, LLC

KNOW ALL MEN BY THESE PRESENTS, that we 6157 Millington Road, Clayton, DE 19938

Hereinafter called the Principal, as Principal, and SureTec Insurance Company  
1330 Post Oak Blvd, Suite 1300  
Houston, TX 77056 a corporation duly organized under the laws of the State of Texas

and licensed or authorized to do business in New Jersey, hereinafter called  
the Surety, as Surety, are held and firmly bound unto Township of Lower

hereinafter called the Oblige, in the sum of 10% of total amount bid not to exceed Twenty  
Thousand and 00/100 Dollars (\$ 20,000.00), for the payment of which sum well and truly to be  
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for \_\_\_\_\_  
Contract No. M-15, Jonathan Hoffman Park Playground Improvements- Mitnick Park

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE, if the Oblige shall accept the Bid of the Principal and the Principal shall enter  
into a Contract with the Oblige in accordance with the terms of such bid and the Contract  
Documents; and give such bond or bonds as may be specified in the Contract Documents with good  
and sufficient surety for the faithful performance of such Contract, for the prompt payment of labor  
and material furnished in the prosecution thereof and for the environmental maintenance  
requirements thereof; and deliver evidence of insurance and such other documents as are required  
by the Contract Documents as conditions precedent to the Owner's execution of the Contract, all  
within the times required in the Contract Documents, then this obligation shall be null and void,  
otherwise to remain in full force and effect.



SIGNED AND SEALED this 27th day of May A.D. 2020

In the presence of

Byler Builders, LLC

*[Signature]* (Seal)  
PRINCIPAL

*Operations Manager*  
TITLE

SureTec Insurance Company

*[Signature]* (Seal)  
Bruce M. Allen SURETEC  
TITLE

*[Signature]* (Seal)  
Attorney-In-Fact  
TITLE

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS Janet Gross



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

SureTec Insurance Company, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount(s) as of the calendar year ended December 31, 2018 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants KPMG LLP

**\$107,278,893**

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

**\$10,728,000 as of July 1, 2019**

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S .17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

N/A

10% of total amount  
bid not to exceed

(4) The amount of the bond to which this statement and certification is attached is \$ 20,000.00

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

N/A







SureTec Insurance Company  
 2103 CityWest Boulevard, Suite 1300  
 Houston, TX. 77042

FINANCIAL STATEMENT  
 as of December 31, 2018  
 Statutory Basis

Bonds	\$ 122,341,611	Reserve for Losses and Loss Expense	\$ 13,376,492
Stocks	72,664,405	Reserve for Unearned Premiums	37,696,804
Cash & Short Term Investments	52,248,274	Other Liabilities	99,903,326
Agents Balances or Uncollected Premiums	5,737,685	TOTAL LIABILITIES	<u>150,976,622</u>
Other Admitted Assets	<u>5,263,540</u>	Capital Stock	5,000,000
		Surplus	102,278,893
		TOTAL POLICYHOLDERS SURPLUS	<u>107,278,893</u>
TOTAL ASSETS	\$ <u>258,255,515</u>	TOTAL LIABILITIES AND POLICYHOLDERS SURPLUS	\$ <u>258,255,515</u>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners.  
 Securities carried in the above statement are deposited as required by law.

CERTIFICATE

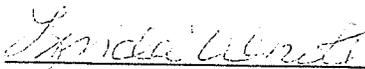
David Allen Wisnoski, Treasurer, and Michael Charles Keimig, President, of the SureTec Insurance Company, being duly sworn each for himself, deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2018, the Company actually possessed the assets set forth in the foregoing financial statement, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2018, according to the best of their information, knowledge and belief.

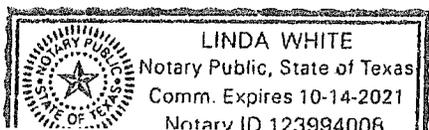
  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Treasurer

STATE OF TEXAS  
 COUNTY OF HARRIS

On this 14th day of March, 2019, before me came the above named officers of SureTec Insurance Company to me known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of the corporation thereto by the authority of their office.

  
 \_\_\_\_\_  
 Notary Public





janet@kogbonds.com

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**From:** New Jersey Department of Banking & Insurance <sbs@naic.org>  
**Sent:** Wednesday, April 29, 2020 5:30 PM  
**To:** Wisnoski, David; Robinson, Kim; Liang, Yangjin (Alan); Ortiz, Danielle; Wisnoski, David  
**Subject:** SURETEC INSURANCE COMPANY Certificate of Authority



PHIL MURPHY  
*Governor*

State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE  
PO BOX 325  
TRENTON, NJ 08626-0325

MARLENE CARIDE  
*Commissioner*

SHEILA OLIVER  
*Lt. Governor*

TEL (609) 292-5360

April 29, 2020

Company Name: SURETEC INSURANCE COMPANY  
Company Number: 99309382

**RE: Certificate of Authority Distribution**

As a result of our remote work initiative in response to COVID-19 the State of New Jersey Department of Banking and Insurance is delivering the Certificate of Authority for SURETEC INSURANCE COMPANY via email (please see below). Please see our website at <https://www.state.nj.us/dobi/covid/dobicontact.html> for more information.



State of New Jersey  
Department of Banking and Insurance

**CERTIFICATE OF AUTHORITY**

Date: April 29, 2020

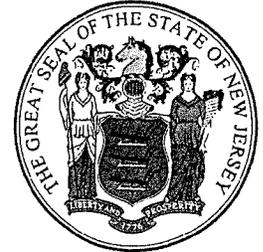
NAIC Company Code: 10916



THIS IS TO CERTIFY THAT THE **SURETEC INSURANCE COMPANY**, 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, 2021, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

**13 - Fidelity and Surety**

**11 - Other Liability**



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: SURETEC INSURANCE COMPANY NAIC COMPANY CODE: 10916

STATUTORY HOME ADDRESS:

**2103 CITYWEST BLVD  
#1300  
HOUSTON, TX 77042**

SPECIAL CONDITIONS:

----- CONFIDENTIALITY NOTICE

This message and any attachments are from the NAIC and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempted status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by forwarding it to the NAIC Service Desk at [help@naic.org](mailto:help@naic.org).



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bruce M. Allen, Gregory M. Allen, Kenneth C. Turner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 18<sup>th</sup> day of July, A.D. 2018.

SURETEC INSURANCE COMPANY

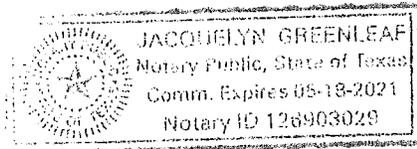
By: \_\_\_\_\_

John Knox Jr., CEO



State of Texas            ss:  
County of Harris

On this 18<sup>th</sup> day of July, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



\_\_\_\_\_  
Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC 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; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of May, 2020, A.D.

\_\_\_\_\_  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



Bond No.: STEC-NJ14

(Acknowledgement of Surety Company)

STATE OF New Jersey )

) ss.:

COUNTY OF Atlantic )

On this 27th day of May, 2020, before me personally came Bruce M. Allen to me Known, who being by me duly sworn, did depose and say the he resides in \_\_\_\_\_  
West Chester, Pennsylvania that he is the Attorney-in-fact of SureTec Insurance Company, the corporation described in and which executed the within instrument; that he Bruce M. Allen knows the seal of said corporation; that seal affixed to said instrument is such corporate seal; that is so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the **State of New Jersey**, and the said Tracy A. McCurry further said that she is acquainted with Bruce M. Allen and knows him to be the Attorney-in-fact of said company; that the signature of the said Bruce M. Allen subscribed to the within instrument is in the genuine handwriting of the said Bruce M. Allen and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said.

NOTARY PUBLIC OF New Jersey  
Commission Expires 7/2/2021

  
\_\_\_\_\_  
Tracy A. McCurry, Notary Public



## Credit References

### Bank:

WSFS Bank  
400 Jimmy Drive  
Smyrna, DE 19977

### Credit:

Liberty Parks and Playgrounds  
Charlie Walker  
877-376-7823

AB Martin  
717-445-6885

Atlantic Concrete  
302-734-0530



## Experience and History

Byler Builders has been installing Parks and Playgrounds for townships, counties, universities, and school districts for the past 9 years. In total we have completed over 400 playground installations. Below are the largest and most recent completions.

Rutgers University NJ - Completed the demolition and installation of new asphalt surfaces, PIP play surfacing, and installation of sidewalks, pavilion, and playground equipment. This project was completed in March of 2015. Total Contract was \$325,000

Consortium School DE- Completed the installation of playground equipment and X-grass turf installation. Also completed 3/4 mile of walking trail. This project was completed in December of 2019. Total project value was \$750,000

Rehoboth Elementary DE- Completed the installation of playground equipment and X-grass turf installation. This project was completed in June of 2019 with a total project value of \$600,000.

Whitehall Elementary DE- Completed the installation of playground equipment. Project was completed in May of 2019 with a total project value of \$250,000.

Cherry Hill NJ - Completed the installation of playground equipment and mulch surfacing for 2 different parks. Project was completed in May of 2018 with a total value of \$300,000

HO Brittingham DE - Completed the installation of playground equipment in July of 2018. Total value of \$500,000.

Love Creek Elementary DE - Completed the installation of playground equipment and X-Grass turf and sidewalks. Project was completed in June of 2017 with a value of \$600,000.

Duke Island Park - NJ - Completed the demolition and installations of new playground equipment, surfacing, and landscaping. Project was completed in October of 2019 with a total contract of \$400,000.

East Goshen Park PA - Completed the installation of playground equipment, pavilion, mulch and turf for new park. Project was completed in June of 2018 with a total value of \$400,000.

The largest amount of construction work completed by Byler Builders was in 2019 with a total of \$4,300,000.



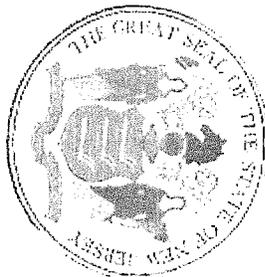
Scheduled Work

Description	Work Type	Location	Completion Date	Amount
Deritis Playground	Playground Install	PA	6-30-20	\$48,000.00
Fox Hunter Crossing	Playground Install	DE	6-30-20	\$6,000.00
St Micheals	Playground Install	DE	6-30-20	\$11,500.00
Patriot Village	Playground Install	DE	6-30-20	\$10,250.00
Pinehurst Village	Playground Install	DE	6-30-20	\$10,500.00
Orchard Meadows	Playground Install	MD	6-30-20	\$6,550.00
Carcroft Elementary	Playground Install	DE	7-30-20	\$8,800.00
Cordes	Building	MD	9-15-20	\$315,000.00
Security Structures	Building	NJ	9-15-20	\$115,000.00
<b>Total</b>				<b>\$531,600.00</b>



Certificate Number  
657554

Registration Date: 06/08/2019  
Expiration Date: 06/07/2021



# 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:

**Byler Builders LLC**

Responsible Representative(s):

Harvey Byler, Owner

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

NON TRANSFERABLE

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

