# WWT Police Department Detective Area Renovations Bid Opening: Thursday, September 28, 2023 at 3:00 PM

OPENED BY:\_

WITNESSED BY:\_

| COMPANY REPRESENTED                | BASE BID     |
|------------------------------------|--------------|
| J.H. Williams<br>Enterprises, Onc. | # 79,000.00  |
| Scozzari Buildus Inc.              | \$ 56,666.00 |
|                                    |              |
|                                    |              |
|                                    |              |
|                                    |              |
|                                    |              |

## BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR (Pursuant to N.J.S.A. 40A:11-23.1b)

# A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

| Required with<br>Submission of Bid<br>By State Statute |  | Bidder:<br>Initial each item<br>Submitted with Bid |
|--|--|--|
| X  | If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document | 0  |
| X  | A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2   |  |
| X  | A listing of subcontractors as required by N.J.S.A. 40A:11-16  |  |
| X  | A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)  | TO   |
| X  | A Consent of Surety, pursuant to N.J.S.A., 40A:11-22   |  |

# B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

| West Windsor Red<br>w. Submission of |  | Bidder: Initial each<br>Item Submitted w/ Bid |  |  |
|--------------------------------------|--|---|--|--|
| X                                    | Bid Document Submission Checklist  |   |  |  |
| X                                    | Completed and signed Bid Forms and Items   |   |  |  |
| X                                    | Acknowledgement of receipt of changes to Bid document Form (if required)   |   |  |  |
| Х                                    | Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors | 00  |  |  |
| X                                    | Contractors Qualification Questionnaire  | 100   |  |  |
| X                                    | Non-Collusion Affidavit (must be notarized)  | 472   |  |  |
| X                                    | Mandatory Equal Employment Opportunity Language (must be notarized   |   |  |  |
|                                      | Agreement  |   |  |  |
| X                                    | Hold Harmless Agreement  | tes   |  |  |
| X                                    | Prevailing Wage Affidavit  |   |  |  |
|                                      | Payment Bond   |   |  |  |
|                                      | Performance Bond   |   |  |  |
| 0.50                                 | Maintenance Bond   |   |  |  |
|                                      | Contractor's Affidavit   |   |  |  |
|                                      | Contractor's Release   | 2   |  |  |
| X                                    | Americans with Disabilities Act  |   |  |  |

# C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

| West Windsor Re<br>At Award |   | r: Initial each<br>abmitted w/ Bio |
|-----------------------------|---|------------------------------------|
| X                           | New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44   | 12                                 |
| X                           | Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48   | 10)                                |
| X                           | Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57    | 102                                |
| X                           | Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1          | -                                  |
| X                           | Prohibited Russia-Belarus Activities & Iran Investment Activities Certification | 2                                  |

| D. SIGNATURE: 7 Name of Bidder: | The undersigned hereby acknowledges reading and submitting the above listed requirements Scozzari Builders, Inc. |
|---------------------------------|--|
|                                 | entative: Leonard J Scozzari   |
| Print Name and Title:           | Leonard J. Scozzari - President<br>/28/2023  |

#### **BID FORM and BID ITEMS**

TO:

The Township of West Windsor

P. O. Box 38

271 Clarksville Road

Princeton Junction, New Jersey 08550

RE:

WEST WINDSOR TOWNSHIP

POLICE DEPARTMENT - DETECTIVE AREA RENOVATIONS

This Bid will not be accepted after 3:00 pm prevailing time on September 28, 2023 at which time all Bids will be publicly opened and read.

# Scozzari Builders, Inc.

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Architect, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

The undersigned understands that the Owner reserves the right to reject any or all Bids, waive any informality or technicality of any Bid in the interest of the Owner, and award Base Bid and/or Alternate Bids in any combination as determined by the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

DESCRIPTION OF RID IN PRICE IN WORDS AND FIGURES

| I I ENT IF             | DESCRIPTION OF BID IN TROUBLE WORLD TROUBLE  |
|------------------------|--|
| Base Bid               | All work associated with scope of work identified in Documents.  Written Bid (write out price):  FIFTY SIX HAND SOND SIX hundred SIX Y SIX de land |
|                        | (Bid Price in Numbers) \$ 56,663.  |
| If a Corporation       | n,   |
| Name of Contractor S   | Scozzari Builders, Inc.  |
| Signature of Bidder    | Leonard J. Scozzari - President  |
| Business<br>Address 18 | 91 North Olden Avenue, Trenton, NJ 08638   |
| Incorporated u         | nder the Laws of the State of New Jersey   |
| F                      | resident Leonard J. Scozzari - President (Name) (Title)  |
| S                      | Secretary Nicholas R. Scozzari - Vice President (Name) (Title)   |

| Vest Windsor Township  |                         |                         | Bid Specifications                      |
|--|-------------------------|-------------------------|---|
| P  | olice Department – Dete | ective Area Renovations |   |
| Troopyrar Leo  | onard J Scozzar         | t- President            |   |
| Treasurer  | (Name)                  | (Title)                 |   |
| 00/00/0000   | ( Must                  |                         |   |
| oated: 09/28/2023  |                         |                         |   |
| Affix Corporation Seal Here)   |                         |                         |   |
| a Partnership, Individual, or N  | Non-Incorporated Organ  | ization,                |   |
| Name of Company  |                         |                         |   |
| value of Company   | - Comment               |                         |   |
| ignature of Bidder   |                         | (DLI)                   |   |
|  | (Name)                  | (Title)                 |   |
| James and Addresses of Memb  | pers of Company         |                         |   |
|  |                         |                         |   |
|  |                         |                         | *************************************** |
|  |                         |                         |   |
|  |                         |                         |   |
|  | 1000                    | - International Control | 100000                                  |
|  |                         |                         |   |
|  |                         |                         |   |
| - Allerina de la compansa de la comp |                         |                         |   |
|  |                         |                         |   |
|  |                         |                         |   |

# ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

# TOWNSHIP OF WEST WINDSOR POLICE DEPARTMENT DETECTIVE AREA RENOVATIONS

Pursuant to N.J.S.A. 40A:11-23.1a., 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.

| West V                 | Vindsor Township Reference Number or Title of Addendum/Revision | How Received<br>(mail, fax, pick-<br>up, etc.) | Date<br>Received | Bidder's<br>Initials |
|------------------------|---|--|------------------|----------------------|
| Notice,<br>Revision or | Title or Description  |  |                  |                      |
| Addenda No.            |   |  | -11              | _                    |
| 9/15/2                 | 3 Addendum 1  | ema: led                                       | 9/5/25           | وملي                 |
|                        | 1.51051511  |  |                  |                      |
|                        |   |  |                  |                      |
|                        |   |  |                  |                      |
|                        |   |  |                  | 11                   |
|                        |   |  |                  |                      |

| Acknowledged by   | Blader                               |  |
|-------------------|--------------------------------------|--|
| Name of Bidder: _ | Scozzari Builders, Inc.              |  |
| By Authorized Rep | presentative: Leonard J. Scozzari    |  |
| Signature:        | (inthe                               |  |
| Print Name and Ti | tle: Leonard J. Scozzari - President |  |
| Date:09/28        | 8/2023                               |  |

# BID BOND

| Scozzari Build | lers. Inc.                           |   | S, that we, the unde<br>as Principal, and | Great Midwest Insurance Company 800 Gessner, Suite 600, Houston, TX 77024 as Surety, are   |
|----------------|--------------------------------------|---|---|--|
|                |                                      |   |   | 20 7 10 7 10 7 10 7 10 7 10 7 10 7 10 7  |
| hereby held    | and firmly bou                       | nd unto the Tox   | nship of West Wir                         | ndsor, as Owner, in the Penal Sum of   |
| Ten Percer     | nt of the Total A<br>Exceed \$20,000 | mount of the Bid  |   | ) for the payment of which, well and truly to be   |
| made, we he    | ereby jointly as                     | nd severally bind   | l ourselves, success                      | ors and assigns.   |
| Signed this,   | 28th                                 | day of _  | September                                 | <u>, 20<sup>23</sup>.</u>  |
| The condition  | on of the abovertain Bid, atta       | e obligation is ched hereto and                               | such that whereas t<br>hereby made a part | the Principal has submitted to the Township of West of hereof, to enter into a contract in writing for the   |
|                |                                      | TOV   | VNSHIP OF WE                              | ST WINDSOR   |
|                | POLI                                 | CE DEPARTI  | MENT- DETECT                              | TIVE AREA RENOVATIONS  |
| NOW THE        | REFORE,                              |   |   |  |
| A)             | If said Bid sh                       | all be rejected o   | r in the alternative,                     |  |
| В)             | attached here                        | to (properly con<br>of said contract,<br>ection therewith     | pleted in accordance                      | all execute and deliver a contract in the form of contract<br>ce with said Bid) and shall furnish a bond for his faithful<br>it of all persons performing labor or furnishing materials<br>other respects perform the agreement created by the |
| understood     | and agreed tha                       | l be void, other<br>at the liability of<br>ation as herein s  | the Surety for any                        | all remain in full force and effect; it being expressly<br>and all claims hereunder shall, in no event, exceed the   |
| no way imp     | paired or affect                     | ived, hereby stip<br>ed by any exten<br>of any such exte      | sion of the time wil                      | nat the obligations of said Surety and its bond shall be in<br>thin which the Owner may accept such bid; and Surety  |
| are corpora    | tions have caus                      | F, the Principal a<br>sed their corpora<br>first set forth ab | ite seals to be hereto                    | hereunto set their hands and seals, and such of them as a affixed and these presents to be signed by their proper  |
| /              | //                                   |   |   | Scozzari Builders, Inc.  |
| /              | 12                                   | 7   |   | Principal  |
| BY:            |                                      | Witness   |   | Leonard J. Scozzari, President   |
| , ,            | 1                                    |   |   | Great Midwest Insurance Company  |
| (              |                                      |   |   | Surety   |
| BY:            | ara no                               | De -  |   | THE ON THE   |
| D1. 10         | many                                 | Witness   |   | Attorney-in-Fact<br>Richard V. Dobbs   |
| 6              | Nic                                  | cole Jacavage   |   | Michald V. Dobbs   |

## SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:I4C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "IN-HOUSE" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "NONE" in the appropriate space provided.

# LIST OF SUBCONTRACTORS

TITLE OF BID: WWT Police Dept

Detective Area Alterations

NAME OF BIDDER: Scozzari Builders, Inc.

|   | Detective Area Aiter   | auuris                                  |                                       |  |
|---|--|---|---------------------------------------|--|
| Name                                    | Address  | Telephone                               | Specialized Sub-Prime<br>Area         | Scope Of Work For<br>Each Subcontractor In<br>Each Specialized Sub<br>Prime Area |
| Zsenak Electric Co., Inc                | 1465 Klockner Road<br>. Hamilton, NJ 08619   | 609-586-5567                            | Electrical Contractor                 | Electrical   |
|   |  |   |                                       |  |
|   | Account of the second of the s |   |                                       |  |
| Plumbing and Ga                         | s Fitting and All Kindred  | Work:                                   | <u> </u>                              |  |
| Name                                    | N/A  |   | Phone #                               |  |
| Address                                 |  |   |                                       |  |
|   |  |   |                                       |  |
| Electrical Work:                        |  |   |                                       |  |
|   | nak Electric Co., I  | nc.                                     | Phone #_609-5                         | 86-5567  |
|   | Klockner Road H  |   | 1.08619                               |  |
|   |  |   | · · · · · · · · · · · · · · · · · · · |  |
|   | and Ornamental Iron Worl   |   |                                       |  |
|   |  |   | Phone #                               |  |
|   |  |   | Phone #                               |  |
| *************************************** |  |   |                                       |  |
| Heating and Ven                         | •  |   |                                       |  |
| NameN/A                                 | 1  | *************************************** | Phone #                               |  |
| Address                                 |  |   |                                       |  |

# BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

#### TOWNSHIP OF WEST WINDSOR COUNTY OF MERCER

| COUNTY   | OF MERCER   |
|--|---|
| I, Leonard J. Scozzari of the Municipalit  Mercer and the State of N  according to the law on my oath depose and say that  | ew Jersey of full age, being duly sworn   |
| that I executed the said Proposal with full authority<br>bid is not included on the State of New Jersey, Depa<br>& Construction list of Debarred, Suspended and Di<br>said Proposal and in this Affidavit are true and correct | the firm of Proposal for the above-named work, and to do so; that said bidder at the time of making of this rtment of Treasury, Division of Property Management squalified bidders and that all statements contained in ct, and made with the full knowledge that the Township said Proposal and in the statements contained in the |
| Treasurer's list of Debarred, Suspended and Disqua   | name of the firm making this bid appear on the State alified bidders list at any time prior to, and during the that the Township shall be immediately so notified by  |
| suspension and/or disqualification in contracting v  | ng the Bid as a Contractor is subject to debarment, with the State of New Jersey and the Department of any statute or regulations as enumerated in N.J.A.C.   |
| Scozzari Builders, Inc.  | Subscribed and Sworn before me this   |
| Name of Contractor (Type of Print)  President  | 28 Day of September, 2023   |
| Signature/Title  | Situal  |
| Leonard J. Scozzari  | Notary Public   |
| (Type or Print Name of Affiant)  | My Commission Expires  TONI M. WHITE Commission # 50120829 Notary Public, State of New Jersey My Commission Expires January 21, 2025  |

# CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

| Γh  | e Bidder is requested to provide the f                               | ollowing information:          |                                     |
|-----|--|--------------------------------|-------------------------------------|
| Da  | te of Organization of Company: 0                                     | 4/24/1990                      |                                     |
| Na  | me and address of Officers:  |                                |                                     |
| Pre | esident: <u>Leonard J. Scozza</u>                                    | ari 2 Owl's Way, L             | awrenceville, NJ 08648              |
|     |  |                                | Road, Lawrenceville, NJ 08648       |
| Se  | cretary: Nicholas R. Scozz   | ari 11 Sunset Roa              | d, Lawrenceville, NJ 08648          |
| Γre | easurer: Leonard J. Scozza   | iri 2 Owl's Way, La            | wrenceville, NJ 08648               |
|     | CC   | ONTRACTOR'S EXPERIE            | NCE                                 |
| 1.  | How many years has your organiza business name?                      | tion been in business as a ge  | neral contractor under your present |
|     | 33 years   |                                |                                     |
| 2.  | How many years' experience in this                                   | s type of construction work h  | as your organization had? 33 years  |
| 3.  | What are the latest projects (within additional pages if necessary.) | the last five years) your orga | nization has completed? (Attach     |
|     | Contract Amount  | Date Work Completed            | For Whom                            |
| Α.  | \$3,676,783.00   | 08/2020                        | EDG                                 |
| В.  | \$_5,598,628.00  | 12/2022                        | Princeton Charter School            |
| C.  | \$ <u>2,153,931.00</u>   | 02/2021                        | Henry J Austin Health Cente         |
| D.  | \$ 653,027.00  | 07/2022                        | LMT Mercer Group                    |
| E.  | \$ 1,105,042.00  | 01/2023                        | Everside Health                     |
|     |  |                                |                                     |
| Na  | mes, Addresses and Telephone Num                                     | bers of References for the ite | ems listed above:                   |
|     | Name and Address   |                                | Telephone No.                       |
| A.  | Mr. Duke Wiser, 330 Ca   | arter Road, Bldg 3, Ho         | pewell, NJ (609)273-6900            |
| В.  | Mr. Stefanos Dermiana  | ak, 100 Bunn Drive, Pri        | nceton, NJ (609) 924-0570           |
| C.  | Mr. Merkle Cherry, 321   | North Warren Street,           | Trenton, NJ (609) 462-0140          |
| D.  | Mr. Patrick Lang, 600 P  | uritan Avenue, Lawrer          | ceville, NJ (609) 802-0229          |
| E.  | Mr. Robert Pompa, 140  | 0 Wewettal St, Denver          | ; CO (817) 718-4033                 |
| 4.  | Have you ever failed to complete an                                  | ny work awarded to you (wit    | hin the last ten years)? No         |

respective financial condition prior to the award of the Contract.



| Equipment List |                                |  |  |  |
|----------------|--------------------------------|--|--|--|
| Quantity       | <u>Description</u>             |  |  |  |
| 25             | Various Size Ladders           |  |  |  |
| 6              | Lasers                         |  |  |  |
| 4              | Auto Laser Levels              |  |  |  |
| 6              | Transits                       |  |  |  |
| 15             | Rolling Scaffolds              |  |  |  |
| 200            | Scaffolding Sections           |  |  |  |
| 500            | Scaffolding Planks             |  |  |  |
| 20             | Skill Saws                     |  |  |  |
| 20             | Sawzalls                       |  |  |  |
| 3              | Cut off Saws                   |  |  |  |
| 5              | Miter Saws                     |  |  |  |
| 30             | Screw Guns                     |  |  |  |
| 8              | Chop Saws                      |  |  |  |
| 1              | 1997 Ford F350 Flat Bed        |  |  |  |
| 1              | 2003 Ford Pickup F-250         |  |  |  |
| 1              | 1987 Dump Truck F-750          |  |  |  |
| 1              | 2003 F350 Ford Utility Pick up |  |  |  |
| 1              | 2002 Ford Van F150             |  |  |  |
| 1              | 1997 Caravan Trailer           |  |  |  |
| 1              | 2005 Ford F350                 |  |  |  |
| 1              | 2003 Ford F450 Dump Truck      |  |  |  |
| 3              | Cement Mixers                  |  |  |  |
| 1              | 1997 John Deer Back Hoe        |  |  |  |
| 10             | Job Boxes                      |  |  |  |
| 20             | Misc. Drills                   |  |  |  |
| 2              | Air Compressors                |  |  |  |
| 2              | Jackhammers                    |  |  |  |
| 10             | Various Hilti Guns             |  |  |  |
| 1              | 40' High Reach Lift            |  |  |  |
| 10             | 20 Ton Hydraulic Jacks         |  |  |  |
| 10             | 40 Ton Hydraulic Jacks         |  |  |  |
|                | Misc. Hand Tools               |  |  |  |
| 1              | Shaper                         |  |  |  |
| 1              | Table Planer                   |  |  |  |
| 1              | Welder                         |  |  |  |
| 10             | Pneumatic Nail Guns            |  |  |  |
| 4              | Pneumatic Trim Guns            |  |  |  |

## **General Contractors**

#### CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond
  or bonds set forth in the contract documents upon award of the project in the full amounts specified.
- Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
- Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
- Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

## SAMPLE WORDING IS AS SHOWN BELOW:

## CONSENT OF SURETY

|  |                  | Great Midw              | est                | Insurance Company,        |
|--|------------------|-------------------------|--------------------|---------------------------|
|  | CAN BU           | Name                    | V ===== 1          |                           |
|  | 800 Gessner,     | Suite 600, Houston, T.  | X 77024            |                           |
|  | Texas            | Address                 |                    |                           |
| exists under the laws of the Sta                                 | te of Menny bene | sew and licensed to do  | business in the S  | tate of New Jersey        |
| certifies and agrees, that if the                                | contract for (C  | Contracting Agency)     | Township of Wes    | t Windsor                 |
| for (Project) Township of West                                   |                  |                         |                    |                           |
|  |                  |                         |                    |                           |
| is awarded to (Bidder) Scozza<br>the undersigned will execute th | an band or bon   | de as required of the c | contract documen   | ts and will become Surety |
| in the full amount set forth in the                              | he contract do   | cuments for the faithfi | ul nerformance o   | fall obligations of the   |
| Bidder, provided however, that                                   | t this committee | nent shall expire sixty | (60) days from the | he bid opening, unless    |
| agreed upon by Bidder, Owner                                     | and Surety to    | be extended.            |                    |                           |
| agreed upon by Diamer, a mine                                    |                  |                         |                    | 17.32                     |
|  |                  | day of                  | September          | , 20 23                   |
| Signed, sealed and dated this                                    | 28th             | uay or                  |                    |                           |
| Signed, sealed and dated this _                                  | 28th             |                         | 7                  | NICE TO ANICE COMPAND     |
| Signed, sealed and dated this                                    | 28th             | Great Midwest           | r                  | NSURANCE COMPANY          |
| Signed, sealed and dated this                                    | 28th             |                         | r                  | NSURANCE COMPAN           |
| Signed, sealed and dated this                                    |                  | Great Midwest           | r                  | NSURANCE COMPAN           |
| Signed, sealed and dated this                                    | 28th  By         | Great Midwest (Name)    | 74                 | NSURANCE COMPAN           |
| Signed, sealed and dated this                                    |                  | Great Midwest (Name)    | ard V. Dobbs       | NSURANCE COMPAI           |

#### NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION (Pursuant to N.J.S.A. 2A: 44-143)

Great Midwest 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 Banking and Insurance.
- 2. The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified as indicated by certified public accountants, Ham, Langston & Brezina, LLP, 11550 Fuqua St., Suite 475, Houston, Texas 77034 and are included in the Annual Statements on file with the National Association of Insurance Commissioners and the New Jersey Department of Insurance (20 West State Street, CN-325, Trenton, NJ 08625-0325):

Surety Company

Capital

Surplus

**Great Midwest Insurance** Company

\$4,550,000

\$209,346,846

Great Midwest Insurance Company has a current rating from A.M. Best Company of A- (Excellent); Financial Size Category IX (\$250 Million to \$500 Million).

- 3. (a) Great Midwest Insurance Company has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein on July 1, 2022 is \$20,935,000.
- (b) With respect to which each surety participating in the issuance of the attached bond that has not received such certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of the surety as established pursuant to R.S. 17:18-9 is as follows:
- 4. The amount of the bond to which this statement and certification is attached is \$ 10%NTE\$20,000

Ten Percent of the Total Amount of the Bid But Not to Exceed \$20,000

Richard V. Dobbs

CERTIFICATE

as Attorney-in-Fact for Great Midwest Insurance Company a corporation domiciled in Texas, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

(Signature of certifying agent)

Richard V. Dobbs

Attorney-in-fact

(Title of certifying agent)

(Printed name of certifying agent)



# State of New Jersey Department of Banking and Insurance

# CERTIFICATE OF AUTHORITY

Date: May 02, 2023

NAIC Company Code: 18694

THIS IS TO CERTIFY THAT THE **GREAT MIDWEST 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, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - Fire and Allied Lines

10 - Aircraft Physical Damage

11 - Other Liability

12 - Boiler and Machinery

13 - Fidelity and Surety

14 - Credit

15 - Burglary and Theft

16 - Glass

17 - Sprinkler Leakage and Water Damage

18 - Livestock

19 - Smoke or Smudge

02 - Earthquake

20 - Physical Loss to Buildings

21 - Radioactive Comtamination

22 - Mechanical Breakdown/Power Failure

26 - Accident and Health

03 - Growing Crops

04 - Ocean Marine

05 - Inland Marine

06 - Workers Compensation and Employers Liability

07 - Automobile Liability Bodily Injury

08 - Automobile Liability Property Damage

09 - Automobile Physical Damage



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

COMPANY NAME: GREAT MIDWEST INSURANCE COMPANY NAIC COMPANY CODE: 18694

STATUTORY HOME ADDRESS: 800 GESNER SUITE 600 HOUSTON, TX 77024

# SPECIAL CONDITIONS:

#### POWER OF ATTORNEY

# **Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Scott Mahorsky, Christine A. Hartung, Richard V. Dobbs, Kimberly G. Rively, Ian Hayden

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

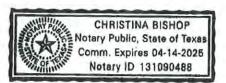
CORPORATE SEAL STATE CORPORATION

**GREAT MIDWEST INSURANCE COMPANY** 

Mark W. Haushill President

#### **ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Christina Bishop Notary Public

#### CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of September , 2023



Leslie K. Shaunty

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### Great Midwest Insurance Company Statutory Balance Sheet as of December 31, 2022 (in thousands)

#### Assets

#### Liabilities, Capital and Surplus

| Cash & Invested Assets:         |            | Liabilities:                        |            |
|---------------------------------|------------|-------------------------------------|------------|
| Cash and Short term Investments | \$ 88,538  | Loss and Loss Expense Reserves      | \$ 84,237  |
| Bonds                           | 196,165    | Unearned Premium                    | 40,813     |
| Commons Stocks                  | 21,270     | Ceded Reinsurance Premium           | 2,621      |
| Mortgage Loans                  | 20,563     | Other Liabilities                   | 1,868      |
| Other Invested Assets           | 16,350     |                                     | 27,970     |
| Total Cash & Invested Assets    | 342,885    | Total Liabilities                   | 157,509    |
| Other Assets:                   |            | Capital and Surplus:                |            |
| Premium Receivables             | 19,419     | Common Stock                        | 4,550      |
| Reinsurance Recoverable         | 11,724     | Gross Paid In & Contributed Capital | 261,893    |
| Tax Assets                      | 7,240      | Unassigned Funds (Surplus)          | (7,132)    |
| Other Assets                    | 35,552     |                                     |            |
| Total Other Assets              | 73,935     | <b>Total Capital and Surplus</b>    | 259,311    |
| Total Assets                    | \$ 416,820 | Total Liabilites, Capital & Surplus | \$ 416,820 |

#### CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2022.

Signature Hole W. Harrie

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 25 day of April, 2023.

STATE OF TEXAS COUNTY OF HARRIS

On this 2.5 day of April 2023, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop

of Notary Public

CHRISTINA BISHOP Notary Public, State of Texas Comm. Expires 04-14-2025 Notary ID 131090488

#### NON-COLLUSION AFFIDAVIT

| NON-CO.   | ELUCION APPLICATIO  |
|---|---|
| STATE OF _  | New Jersey :  |
| COUNTY O  | F_Mercer:   |
| I, Leonard J. Scozzari  | of the (City, Town, Township, Borough, etc.)  |
| of Lawrenceville  | in the County of Mercer and   |
| the State of New Jersey according to law on my oath depose and say the  | of full age, being duly sworn at:   |
| I am _President   |   |
| authority to do so, that said Bidder had not, dire any collusion, or otherwise taken any action is above-named project; and that all statements co and made with full knowledge that the Town contained in said Proposal and in this affidavit  I further warrant that no person(s) or s such contract upon an agreement or understand except bona fide employees or bona fide estable  Scozzari Builders, Inc.  (Name of Bidder) | named project, and that I executed the said Proposal with full ectly or indirectly, entered into any agreement(s), participated in n restraint of free, competitive bidding in connection with the ntained in said Proposal and in this affidavit are true and correct, nship of West Windsorelies upon the truth of the statements in awarding the contract for the said Project.  elling agency has been employed or retained to solicit, or secure ding for a commission, percentage, brokerage or contingent fee lished commercial or selling agencies maintained by: |
| (Also type or print name of affiant under sig<br>Leonard J. Scozzari  | gnature)  |
| Subscribed and sworn to before me this  |   |
| day of _September, 20   | 023   |
| Notary Public of New Jersey   | - Wint  |
| Commissi<br>Notary Public, My Comm  | M: WHITE on # 50120829 State of New Jersey ission Expires ry 21, 2025   |

# 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: Scozzari Builders, Inc.   |
| Organization<br>Address: 1891 North Olden Avenue, Trenton, NJ 08638   |
| 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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (10%) percent or greater interest therein, at the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION.) |
| OR  |
| No one stockholder in the corporation owns ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (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 | Address                                 |  |
|---------------------------------------|---|--|
| Leonard J. Scozzari                   | 2 Owl's Way, Lawrenceville, NJ 08648    |  |
| Nicholas R. Scozzari                  | 11 Sunset Road, Lawrenceville, NJ 08648 |  |
|                                       |   |  |
|                                       |   |  |

# <u>Part III</u> DISCLOSURE OF TEN (10%) PERCENT 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 ten (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 ten (10%) percent 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 ten (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 ten (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<br>and Corresponding Entity<br>Listed in Part II | Address |  |
|---|---------|--|
|   |         |  |
|   |         |  |
| ,   |         |  |

#### 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 West Windsor 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 West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

| Full Name<br>(Print): | Leonard J. Scozzari | Title: | President  |
|-----------------------|---------------------|--------|------------|
| Signature:            | ( well              | Date:  | 09/28/2023 |

(**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. 17:27-1.1 et seq.

#### 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, 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 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 Department of Labor & Workforce Development (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

## EXHIBIT B (Cont.)

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;

#### EXHIBIT B (Cont.)

- (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 nondiscrimination 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 Contactor 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) The Contractor or subcontractor agrees 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

#### EXHIBIT B (Cont.)

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.

Signed by

Successful Bidder / Contractor

Signed, sealed and delivered

in the presence of

(Notarized)

TONI M. WHITE Commission # 50120829 Notary Public, State of New Jerse

My Commission Expires January 21, 2025

#### HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

| Signed this _               | 28th | day of Se                       | ptember           | , 20 <u>23</u>    |                 |
|-----------------------------|------|---------------------------------|-------------------|-------------------|-----------------|
| as a binding act in deed of |      | Scozz                           | ari Builders, Ind | C.                |                 |
|                             |      | Name of Organization  President |                   |                   |                 |
|                             |      |                                 |                   |                   |                 |
|                             |      |                                 |                   | Leor              | nard J. Scozzar |
|                             |      | Print                           | Authorized Signat | ture Name & Title |                 |

#### PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

| This PREVAILING WAGE | AFFIDAVIT is signed this | 28th | day of |
|----------------------|--------------------------|------|--------|
|                      |                          |      |        |

| West | Wind | sor T | own | ship |
|------|------|-------|-----|------|

**Bid Specifications** 

Police Department - Detective Area Renovations

September

, 2023

as a binding act in deed of

Scozzari Builders, Inc.

Name of Organization

President

Authorized Signature & Title

Leonard J. Scozzari - President

Print Authorized Signature Name & Title

#### NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

| Name  | Not Registered | Registration Number          |
|---|----------------|------------------------------|
| Bidder Scozzari Builders, Inc.  | _              | 0110631                      |
| (Subcontractor) Zoenal & later  |                | 1869918                      |
| (Subcontractor)   | <u> </u>       | <del>territoria</del>        |
| (Subcontractor)   |                | 4                            |
| (Subcontractor)   | -              |                              |
| Subscribed and sworn  |                |                              |
| Before me this 28th day   |                |                              |
| Of September 2023.  | 1              |                              |
| gotile  | Sig            | mature                       |
| Notary Public of New Jersey   | ITF -          | Scozzari - President         |
| My Commission Expires  My Commission Expires  My Commission  My Commission  January 2 19, 2 | New Jersey     | me and Title<br>pe or print) |

<sup>\*\*</sup> Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.

#### PUBLIC WORKS CONTRACTOR REGISRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

| Name  | Not Registered | Registration Number  |
|---|----------------|----------------------|
| Bidder Scozzari Builders, Inc.  |                | 589040               |
| (Subcontractor) 2500 R & gatric   |                | 643374               |
| (Subcontractor)   |                | La-                  |
| (Subcontractor)   |                |                      |
| (Subcontractor)   |                |                      |
| Subscribed and sworn  |                |                      |
| Before me this 28th day   |                |                      |
| September 2023.   | Sign           | nature               |
| Notary Public of New Jersey   | Leonard J. S   | Scozzari - President |
| My Commission Expires  TONI M. WHITE Commission # 50020 Notary Public, State of Ne My Commission Exp January 21, 2025 | (typ           | e or print)          |

## Prohibited Russia-Belarus Activities & Iran Investment Activities

**Person or Entity** 

Scozzari Builders, Inc.

#### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

#### CONTRACT AWARDS AND RENEWALS

X

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

# CONTRACT AMENDMENTS AND EXTENSIONS I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus $\mathbf{X}$ pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.) IF UNABLE TO CERTIFY I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law. Part 2: Additional Information PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

# Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor 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. 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 Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

| Full Name<br>(Print) | Leonard J. Scozzari | Title | Presi | dent       |
|----------------------|---------------------|-------|-------|------------|
| Signature            | I what              |       | Date  | 09/28/2023 |

# AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signed by

Successful Bidder / Contractor Scozzari Builders, Inc.

Signed, sealed and delivered in the presence of

(Notarized)

TONI M. WHITE
ESMMISSION #50120829
Stars Public, State of New Jersey
My Commission Expires
January 21, 2025

Bid Forms Section

6%

| BID DOCUMENT REQUIREMENT |   |  |  |  |  |
|--------------------------|---|--|--|--|--|
| Name of Form:            | FEDERAL NON-DEBARMENT CERTIFICATION   |  |  |  |  |
| Statutory Reference:     | N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)  |  |  |  |  |
| Description:             | Meets statutory criteria for certification of non-debarment by a federal government agency. |  |  |  |  |

# Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

# CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

| AND THE REAL PROPERTY AND ADDRESS OF THE PROPERTY OF THE PROPE | PART I: VENDOR INFORMATION   | V   |  |
|--|--|---|--|
| Individual or<br>Organization Name   | Scozzari Builders, Inc.  |   |  |
| Physical Address of<br>Individual or<br>Organization   | 1891 North Olden Avenue,   | Trent   | on, NJ 08638   |
| Unique Entity ID (if applicable)   |  |   |  |
| CAGE/NCAGE Code (if applicable)  |  |   |  |
| Check th   | e box that represents the type of busin  | iess org  | ganization:  |
| Sole Proprietorship (ski   | p Parts III and IV) INon-Profit Corporat   | tion (sk  | cip Parts III and IV)  |
| TFor-Profit Corporatio   | n (any type) Limited Liability Compar  | ny (LLC   | ☐ Partnership  |
| □Limited Par   |  |   |  |
| Lummenear  | rtnership  | nership   | (LLP)  |
|  |  |   |  |
| □Other (be specific  | );   |   |  |
| □Other (be specific  |  | Olean No. 2003 ST   |  |
| ☐Other (be specific  | TIFICATION OF NON-DEBARMENT: Ind   | ACTOR AND ASSESSMENT  |  |
| □Other (be specific  PART II – CER I hereby certify that the   | TIFICATION OF NON-DEBARMENT: Indi  | in Par  | t I is not debarred by the   |
| PART II — CER I hereby certify that the federal government from  | TIFICATION OF NON-DEBARMENT: Indi<br>individual or organization listed above<br>m contracting with a federal agency. I fe  | in Par<br>urther  | t I is not debarred by the acknowledge: that I am  |
| PART II – CER I hereby certify that the federal government from  | TIFICATION OF NON-DEBARMENT: Indi<br>individual or organization listed above<br>m contracting with a federal agency. I fo<br>his certification on behalf of the above-r  | e in Par<br>urther<br>named   | t I is not debarred by the acknowledge: that I am organization; that West  |
| PART II – CER I hereby certify that the federal government from authorized to execute the Windsor Township is re   | TIFICATION OF NON-DEBARMENT: Indicindividual or organization listed above m contracting with a federal agency. I find the above-relation on behalf of the above-relating on the information contained here   | in Par<br>urther<br>named<br>in and   | t I is not debarred by the acknowledge: that I am organization; that West that I am under a  |
| PART II — CER I hereby certify that the federal government from authorized to execute the Windsor Township is re- continuing obligation from   | TIFICATION OF NON-DEBARMENT: Indinindividual or organization listed above m contracting with a federal agency. I fe his certification on behalf of the above-relying on the information contained here om the date of this certification through   | e in Par<br>urther<br>named<br>ein and<br>n the da  | t I is not debarred by the<br>acknowledge: that I am<br>organization; that West<br>that I am under a<br>ate of contract award by   |
| PART II – CER I hereby certify that the federal government from authorized to execute the Windsor Township is re- continuing obligation from West Windsor Township   | TIFICATION OF NON-DEBARMENT: Indi-<br>individual or organization listed above<br>m contracting with a federal agency. I fe<br>his certification on behalf of the above-re<br>lying on the information contained here<br>om the date of this certification through<br>to to notify West Windsor Township in w   | e in Par<br>further<br>named<br>ein and<br>n the da<br>vriting o                                    | t I is not debarred by the acknowledge: that I am organization; that West that I am under a ate of contract award by of any changes to the   |
| PART II – CER I hereby certify that the federal government from authorized to execute the Windsor Township is re- continuing obligation from West Windsor Township information contained h   | TIFICATION OF NON-DEBARMENT: Indinindividual or organization listed above m contracting with a federal agency. I fe his certification on behalf of the above-relying on the information contained here om the date of this certification through   | e in Par<br>further<br>named<br>ein and<br>n the da<br>vriting c<br>nal offe                        | t I is not debarred by the acknowledge: that I am organization; that West that I am under a ate of contract award by of any changes to the use to make a false   |
| PART II — CER I hereby certify that the federal government froi<br>authorized to execute the Windsor Township is re-<br>continuing obligation from West Windsor Township information contained is statement or misrepres   | TIFICATION OF NON-DEBARMENT: Indi-<br>individual or organization listed above<br>m contracting with a federal agency. I fe<br>his certification on behalf of the above-re<br>lying on the information contained here<br>om the date of this certification through<br>to notify West Windsor Township in we<br>herein; that I am aware that it is a crimin  | e in Par<br>further<br>named<br>ein and<br>n the da<br>vriting o<br>nal offe<br>so, I an            | t I is not debarred by the acknowledge: that I am organization; that West that I am under a ate of contract award by of any changes to the use to make a false a subject to criminal                         |
| PART II – CER I hereby certify that the federal government from authorized to execute the Windsor Township is re- continuing obligation from West Windsor Township information contained he statement or misrepres prosecution under the I   | TIFICATION OF NON-DEBARMENT: Indi-<br>individual or organization listed above<br>in contracting with a federal agency. I for<br>his certification on behalf of the above-re<br>lying on the information contained here<br>om the date of this certification through<br>to notify West Windsor Township in we<br>interest that I am aware that it is a criminal   | e in Par<br>further<br>named<br>ein and<br>n the da<br>vriting on<br>nal offe<br>so, I an<br>breach | t I is not debarred by the acknowledge: that I am organization; that West that I am under a ate of contract award by of any changes to the nse to make a false a subject to criminal of my agreement(s) with |
| PART II – CER I hereby certify that the federal government from authorized to execute the Windsor Township is re continuing obligation from West Windsor Township information contained he statement or misrepres prosecution under the I  | Individual or organization listed above in contracting with a federal agency. I fe his certification on behalf of the above-relying on the information contained here om the date of this certification through to notify West Windsor Township in wherein; that I am aware that it is a criminal entation in this certification, and if I do saw and that it will constitute a material or, permitting West Windsor Township to                     | e in Par<br>further<br>named<br>ein and<br>n the da<br>vriting on<br>nal offe<br>so, I an<br>breach | t I is not debarred by the acknowledge: that I am organization; that West that I am under a ate of contract award by of any changes to the nse to make a false a subject to criminal of my agreement(s) with |
| PART II – CER I hereby certify that the federal government from authorized to execute the Windsor Township is recontinuing obligation from West Windsor Township information contained his tatement or misreprese prosecution under the I West Windsor Township from this certification versely Name   | individual or organization listed above m contracting with a federal agency. I fe his certification on behalf of the above-relying on the information contained here om the date of this certification through to notify West Windsor Township in wherein; that I am aware that it is a crimin entation in this certification, and if I do saw and that it will constitute a material of, permitting West Windsor Township to oid and unenforceable. | e in Par<br>further<br>named<br>ein and<br>n the da<br>vriting on<br>nal offe<br>so, I an<br>breach | t I is not debarred by the acknowledge: that I am organization; that West that I am under a ate of contract award by of any changes to the nse to make a false a subject to criminal of my agreement(s) with |

| PART III – CERTIFICATION O Percent of Organization                               | F NON-DEBARMENT: Individual or Entity Owning Greater than 50  |
|--|---|
|  |   |
| Section A (Check the Box th  | at applies)   |
|  | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.   |
| Name of Individual or<br>Organization  |   |
| Physical Address   |   |
|  | OR  |
|  | No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.   |
| Section B (S   | kip if no Business entity is listed in Section A above)   |
|  | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be. |
| Stockholder/Partner/Member<br>Owning Greater Than 50<br>Percent of Parent Entity |   |
| Physical Address   |   |
|  | OR  |

No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

## Section C - Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the abovenamed organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

| Full Name (Print): | Leonard J. Scozzari | Title: | President  |
|--------------------|---------------------|--------|------------|
| Signature:         | Cintho              | Date:  | 09/28/2023 |

|      |   | Section A  |
|------|---|--|
|      | listed in Part I owns<br>partnership(s) in wh<br>percent interest the | and address of the corporation(s) in which the Organization more than 50 percent of voting stock, or of the nich the Organization listed in Part I owns more than 50 erein, or of the limited liability company or companies in tion listed above in Part I owns more than 50 percent the case may be. |
| Name | of Business Entity  | Physical Address   |
|      |   |  |

|   | OR   |
|---|--|
| □ | The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company. |

|  | on B (skip if no business entities are listed in Section A of Part IV)  Below are the names and addresses of any entities in which an entilisted in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership limited liability company).  |  |   |  |  |  |
|--|--|--|---|--|--|--|
|  | ness Entity Controlled by<br>d in Section A of Part IV   | Phy  | rsical Address  |  |  |  |
| **Add additiona  | Il Sheets if necessary**   |  |   |  |  |  |
| 0  | No entity listed in Part III   | or owns greater tl   | han 50 percent of the votin<br>han 50 percent interest in<br>y.   |  |  |  |
| percent of any with a federal a that in turn ow government from authorized to each west Windsor a continuing observand by West changes to the make a false stood criminal progreement(s) v | that the Organization listed a entity that that is debarred by agency and, if applicable, does as greater than 50 percent of om contracting with a federal acceute this certification on be Township is relying on the infoligation from the date of this Windsor Township to notify information contained herein attement or misrepresentation secution under the law and the with West Windsor Township, resulting from this certification | the federal governot own greater to any entity debarred agency. I further a half of the above-inmation contained certification through West Windsor Toward that I am aware to in this certification at it will constitute permitting West Windsor West West Will constituted | nment from contracting han 50 percent of any entity of by the federal acknowledge: that I am named organization; that d herein and that I am under the date of contract whip in writing of any that it is a criminal offense to n, and if I do so, I am subject a material breach of my Vindsor Township to declare |  |  |  |
| Full Name<br>(Print):  | Leonard J. Scozza  |  | President   |  |  |  |
| Signature:   | 1  | Date:  | 09/28/2023  |  |  |  |

| Full Name<br>(Print): | Leonard J. Scozzari | Title: | President  |  |
|-----------------------|---------------------|--------|------------|--|
| Signature:            | Mas                 | Date:  | 09/28/2023 |  |



01/22/02

Taxpayer identification# 222-048-798/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely.

Patricia A. Chiacchio

Director, Division of Revenue

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

The state of the s

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOK 252 TRENTON N .: 08646-0252

TAXPAYER NAME:

SCOZZARI BUILDERS, INC.

TAXPAYER IDENTIFICATION#

223-048-798/000

address 1891 North Olden Ave Trenton NJ 08630

EFFECTIVE DATE:

04/24/90

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

ricia a. Chescelis

0110631

ISSUANCE DATE:

01/22/02

Latricia a. Chescolis

Director, Division of Revenue

589040



06/28/2024 06/29/2022

Registration Date: Expiration Date:

# 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:

SCOZZARI BUILDERS, INC.

Nicholas R. Scozzari, Vice-President Responsible Representative(s):

Responsible Representative(s): Leonard Scozzari, President

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

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

NON TRANSFERABLE

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Nov-2022 to 15-Nov-2029

SCOZZARI BUILDERS INC.

1891 N. OLDEN AVE.

TRENTON

NJ 08638

Slap M. Muon

ELIZABETH MAHER MUOIO

State Treasurer

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

Home Improvement Contractors THIS IS TO CERTIFY THAT THE

HAS REGISTERED

SCOZZARI BUILDERS INC Nick Scozzari 1891 North Olden Ave Trenton NJ 08638

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

03/13/2023 TO 03/31/2024 VALID

13VH00096400

LICENSE, REGISTRATION, CERTIFICATION #

P.O. Box 45016

NG 07101

Home Improvement Contractors

PLEASE NOTIFY

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

Signature of Licensee/Registrant/Certificate Holder

**ACTING DIRECTOR** M

32

PLEASE DETACH HERE-

SCOZZARI BUILDERS INC

CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES, YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 00096400 . EXPIRATION DATE 2024 PLEASE USE IT IN ALL

Home Improvement Contractors

Newark, NJ 07101 P.O. Box 45016

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

HOME BUSINESS

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

HOME

BUSINESS

New Jersey Office of the Attorney General Division of Consumer Affairs THIS IS TO CERTIFY THAT Home Improvement Contractors HAS REGISTERED SCOZZARI BUILDERS INC

Home improvement Contractor

NOT AN

**ELECTRICIAN'S** 03/13/2023 TO 03/31/2024

OR PLUMBER'S LICENSE

ACTING DIRECTOR

SIGNATURE

13VH00096400 License/Registration/Certificate #

VALID

**JKEEGAN** 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

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

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

|            | this certificate does not confer rights to  | the certi                       | ricate holder in lieu of s  |                                      |   |   |   |                    |                |             |
|------------|---|---------------------------------|---|--------------------------------------|---|---|---|--------------------|----------------|-------------|
|            | ODUCER  |                                 |   | NAME:                                | ⊺ Justin K                              | eegan                                     |   | FAX                |                |             |
|            | IZ Borden Perlman<br>DPrinceton South Corporate Center  |                                 |   | PHONE (A/C, No, Ext): (732) 393-7965 |   |   |   | (A/C, No):         |                |             |
| 200        | Charles Ewing Blvd., Suite 330  |                                 |   | ADDRES                               | <sub>s:</sub> justin.ke                 | egan@cbiz                                 | bp.com  |                    |                |             |
| EW         | ring, NJ 08628  |                                 |   |                                      | INS                                     | URER(S) AFFO                              | RDING COVERAGE  |                    |                | NAIC#       |
|            |   |                                 |   | INSURER                              | A:CNA                                   |   |   |                    |                |             |
| INS        | UREO  |                                 |   | INSUREF                              | в:NJ Man                                | ufacturers                                | ins Co  |                    |                | 12122       |
|            | Scozzari Builders, Inc.   |                                 |   | INSURER                              | (C:                                     |   |   |                    |                |             |
|            | 1891 North Olden Avenue<br>Trenton, NJ 08638  |                                 |   | INSURER D :                          |   |   |   |                    |                |             |
|            |   |                                 |   | INSUREF                              | E:                                      |   |   |                    |                | <u> </u>    |
|            |   |                                 |   | INSUREF                              | lF:                                     |   |   |                    |                |             |
| CC         | OVERAGES CERT   | IFICATE                         | NUMBER:   |                                      |   |   | REVISION NUM  | IBER:              |                |             |
| <br> C<br> | THIS IS TO CERTIFY THAT THE POLICIES<br>NDICATED. NOTWITHSTANDING ANY RE<br>CERTIFICATE MAY BE ISSUED OR MAY F<br>EXCLUSIONS AND CONDITIONS OF SUCH P | QUIREMI<br>PERTAIN,<br>OLICIES. | ENT, TERM OR CONDITIC<br>THE INSURANCE AFFOR<br>LIMITS SHOWN MAY HAVE | on of Air<br>RDED by<br>Ebeen R      | NY CONTRAI<br>THE POLICI<br>EDUCED BY   | CT OR OTHER<br>LES DESCRIE<br>PAID CLAIMS | R DOCUMENT WIT<br>SED HEREIN IS ST                    | TH RESPE           | CT TO          | WHICH THIS  |
| INSF       |   | DDL SUBR<br>NSD WVD             | POLICY NUMBER   |                                      | (MM/DD/YYYY)                            | POLICY EXP<br>(MM/DD/YYYY)                |   | LIMITS             | <u> </u>       |             |
| Α          | -file=  |                                 |   |                                      |   |   | EACH OCCURRENCE                                       |                    | \$             | 1,000,000   |
|            | CLAIMS-MADE X OCCUR   |                                 | 7039689768  |                                      | 8/16/2023                               | 8/16/2024                                 | DAMAGE TO RENT<br>PREMISES (Ea occu                   | irrence)           | \$             | 300,000     |
|            |   |                                 |   |                                      |   |   | MED EXP (Any one                                      | person)            | \$             | 15,000      |
|            |   |                                 |   |                                      |   |   | PERSONAL & ADV  | INJURY             | \$             | 1,000,000   |
|            | GEN'L AGGREGATE LIMIT APPLIES PER:  |                                 |   |                                      |   |   | GENERAL AGGREC  | SATE               | \$             | 2,000,000   |
|            | X POLICY PRO-   |                                 |   |                                      |   |   | PRODUCTS - COM  | P/OP AGG           | \$<br>\$       | 2,000,000   |
| В          | OTHER: AUTOMOBILE LIABILITY   |                                 | :   |                                      |   |   | COMBINED SINGLE                                       | LIMIT              | <u>.</u><br>\$ | 1,000,000   |
| -          | X ANY AUTO  |                                 | C8020711  |                                      | 8/16/2023                               | 8/16/2024                                 | (Ea accident)   | r norman)          | \$             |             |
|            | OWNED SCHEDULED AUTOS ONLY  |                                 | 00020111  | 0/10/2023                            | 0/10/2024                               | BODILY INJURY (P                          |   |                    |                |             |
|            |   |                                 |   |                                      |   |   | BODILY INJURY (Pe<br>PROPERTY DAMAC<br>(Per accident) | er accident)<br>SE | \$             |             |
|            | HIRED AUTOS ONLY AUTOS ONLY   |                                 |   |                                      |   |   | (Per accident)  |                    | \$             |             |
| Α          | X UMBRELLA LIAB X OCCUR   |                                 |   |                                      |   |   |   |                    | \$             | 10,000,000  |
| ^          | X UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE  |                                 | 7039689740  |                                      | 8/16/2023                               | 8/16/2024                                 | EACH OCCURRENCE                                       | <u>]</u>           | \$             | 10,000,000  |
|            | 40,000  |                                 |   |                                      | • |   | AGGREGATE   |                    | \$             | ,,          |
| В          |   |                                 |   |                                      |   |   | PER<br>STATUTE  | OTH-<br>ER         | .\$            |             |
| "          | AND EMPLOYERS' LIABILITY  |                                 | W21044322   |                                      | 6/17/2023                               | 6/17/2024                                 |   |                    |                | 1,000,000   |
|            | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | A/A                             |   |                                      | 377772020                               | 0/11/2024                                 | E.L. EACH ACCIDE                                      |                    | \$             | 1,000,000   |
|            | (Mandatory in NH) If yes, describe under  | :                               |   | :                                    |   |   | E.L. DISEASE - EA                                     |                    |                | 1,000,000   |
| A          | If yes, describe under DESCRIPTION OF OPERATIONS below Inland Marine (CL)   |                                 | 7039689768  |                                      | 8/16/2023                               | 8/16/2024                                 | E.L. DISEASE - POL<br>Inland Marine                   | ICY LIMIT          | \$             | 250,000     |
| ^          | mand marnie (OL)  |                                 | 100000700   | 3                                    | 0.10,1020                               | 0,10,2024                                 | inana marine  |                    |                | 200,000     |
|            |   |                                 | :   |                                      |   |   |   |                    |                |             |
|            |   |                                 |   | i                                    |   |   |   |                    |                |             |
|            | SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE dence of insurance  | ES (ACORE                       | ) 101, Additional Remarks Sched                                       | lule, may be                         | attached if mo                          | e space is requi                          | red)  |                    |                |             |
|            |   |                                 |   |                                      |   |   |   |                    |                |             |
|            |   |                                 |   |                                      |   |   |   |                    |                |             |
|            |   |                                 |   |                                      |   |   |   |                    |                |             |
|            |   |                                 |   |                                      |   |   |   |                    |                |             |
| L          |   |                                 |   |                                      |   |   |   |                    |                |             |
| CE         | RTIFICATE HOLDER  |                                 |   | CANC                                 | ELLATION                                |   |   |                    |                |             |
|            |   |                                 |   | 1                                    |   |   | ESCRIBED POLIC  |                    |                |             |
|            | SCOZZARI BUILDERS, INC.   | _                               |   |                                      |   |   | IEREOF, NOTICI<br>CY PROVISIONS.                      | . WILL D           | oc Di          | ELIVEREU IN |
|            | 1891 NORTH OLDEN AVENUE   | =                               |   |                                      |   |   |   |                    |                |             |
| 1          | TRENTON, NJ 08638   |                                 |   |                                      |   |   |   |                    |                |             |

**AUTHORIZED REPRESENTATIVE** 



# BUSINESS REGISTRATION CERTIFICATE STATE OF NEW JERSEY

Taxpayer Name:

ZSENAK ELECTRIC CO., INCORPORATED

Trade Name:

1465 KLOCKNER RD

Address:

HAMILTON, NJ 08619

Certificate Number:

August 16, 2000

8166980

Effective Date:

Date of Issuance:

February 23, 2022

For Office Use Only:

20220223181443651

https://www1.state.nj.us/TYTR\_BRC/servlet/common/BRCLogin

lumber 74



03/19/2023 03/18/2025

Registration Date: Expiration Date:

# 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:

Zsenak Electric o., Inc.

Responsible Representative(s):

Frank Zsenak, President

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

andm

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

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

THIS IS TO CERTIFY THAT THE Board of Examiners of Electrical Contractors

HAS LICENSED

FRANCIS ZSENAK 75 Valley Road Lambertville NJ 08530

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

03/22/2021 TO 03/31/2024

VALID

gnature of Licensee/Registrant/Certificate Holder

34EI01152000

LICENSE/REGISTRATION/CERTIFICATION #

New Jersey Office of the Afforney General Division of Consumer Affairs FRANCIS ZSENAK Electrical Contractor

03/22/2021 TO 03/31/2024 34E101152000

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

Board of Examiners of Electrical Cor P.O. Box 45006

Newark, NJ 07101

-PLEASE DETACH HERE---

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

THIS IS TO CERTIFY THAT THE Board of Examiners of Electrical Contractors

HAS LICENSED

ZSENAK ELECTRIC FRANCIS ZSENAK 75 Valley Road Lambertville NJ 08530

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

Office of the Afforney General ZSENAK E Electrical E

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

03/22/2021 TO 03/31/2024

34EB01152000

Board of Examiners of Electrical Cor P.O. Box 45006

Newark, NJ 07101

34EB01152000

LICENSE/REGISTRATION/CERTIFICATION #

03/22/2021 TO 03/31/2024

Signature of Lice) see/Registrant/Certificate Holder



PHIL MURPHY

Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER

Lt. Governor

TRENTON, NJ 08625-034 PHONE: 609-292-2146 FAX: 609-984-6679 **ELIZABETH MAHER MUOIO** 

State Treasurer

# **APPROVED**

under the Small Business Set-Aside Act

This certificate acknowledges ZSENAK ELECTRIC CO., INCORPORATED DBA:Zsenak Electric Co., Inc. DBA:Zsenak Electric Co., Inc. as a Category 2 & 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.



Issued: 5/25/2022

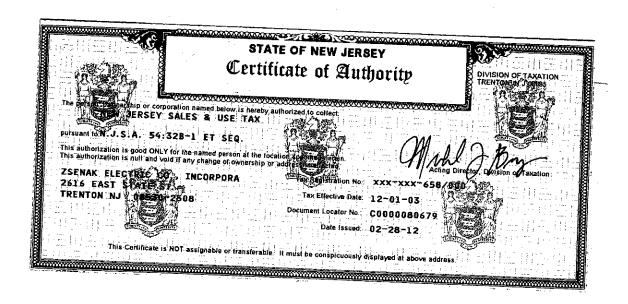
Certification Number: A0249-20

Peter Jowishi

Peter Lowicki Deputy Director

**Expiration:** 5/25/2025

The expiration date is contingent on the proper and ontime filing of all Annual Verifications for nonprovisional certificates. Please see above for more detail.



# BID DOCUMENT SUBMISSION CHECKLIST

# TOWNSHIP OF WEST WINDSOR

(Pursuant to N.J.S.A. 40A:11-23.1b)

# A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

| Required with<br>Submission of Bid<br>By State Statute |  | Bidder:<br>Initial each item<br>Submitted with Bid |
|--|--|--|
| X  | If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document | MRW  |
| X  | A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2   | wa   |
| X  | A listing of subcontractors as required by N.J.S.A. 40A:11-16  | wen  |
| X  | A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)  | was  |
| X  | A Consent of Surety, pursuant to N.J.S.A., 40A:11-22   | new  |

# B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

| West Windsor Re<br>w. Submission of |  | Bidder: Initial each Item Submitted w/ Bid |
|-------------------------------------|--|--|
| X                                   | Bid Document Submission Checklist  | mon  |
| X                                   | Completed and signed Bid Forms and Items   | men  |
| X                                   | Acknowledgement of receipt of changes to Bid document Form (if required)   | ww   |
| X                                   | Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors | was  |
| X                                   | Contractors Qualification Questionnaire  | Man  |
| X                                   | Non-Collusion Affidavit (must be notarized)  | Mes  |
| X                                   | Mandatory Equal Employment Opportunity Language (must be notarized   |  |
|                                     | Agreement  | well                                       |
| X                                   | Hold Harmless Agreement  | ww   |
| X                                   | Prevailing Wage Affidavit  | way  |
|                                     | Payment Bond   | WEW  |
|                                     | Performance Bond   | Men  |
|                                     | Maintenance Bond   | WW   |
|                                     | Contractor's Affidavit   | was  |
|                                     | Contractor's Release   | wall                                       |
| X                                   | Americans with Disabilities Act  | way  |

# C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

| West Windsor Red<br>At Award | quires  | r: Initial each<br>ibmitted w/ Bid |
|------------------------------|---|------------------------------------|
| X                            | New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44   | way                                |
| X                            | Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48   | Ma                                 |
| X                            | Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57    | Moo                                |
| X                            | Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1          | Mon                                |
| X                            | Prohibited Russia-Belarus Activities & Iran Investment Activities Certification | ma                                 |

# **BID FORMS - INDEX**

- 1. BID DOCUMENT SUBMISSION CHECKLIST
- 2. BID FORM and BID ITEMS
- 3. ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS, OR ADDENDA TO BID DOCUMENTS FORM
- 4. BID BOND
- 5. SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS
- 6. BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY
- 7. CONTRACTOR'S QUALIFICATION QUESTIONNAIRE
- 8. CONSENT OF SURETY
- 9. NON-COLLUSION AFFIDAVIT
- 10. STATEMENT OF OWNERSHIP DISCLOSURE
- 11. EXHIBIT B, MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
- 12. AGREEMENT
- 13. HOLD HARMLESS AGREEMENT
- 14. PREVAILING WAGE AFFIDAVIT
- 15. NEW JERSEY STATUTORY PAYMENT BOND
- 16. NEW JERSEY STATUTORY PERFORMANCE BOND
- 17. MAINTENANCE BOND
- 18. CONTRACTOR'S AFFIDAVIT
- 19. CONTRACTOR'S RELEASE
- 20. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM
- 21. PUBLIC WORKS CONTRACTOR REGISTRATION FORM
- 22. PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES CERTIFICATION
- 23. AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE
- 24. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

| D. SIGNATURE: 7                    | The undersigned hereby acknowledges reading and submitting the above listed requirements  J. H. Williams Enterprises |
|------------------------------------|--|
| By Authorized Repres<br>Signature: | entative:  |
| Print Name and Title: Date Signed: | Mork P. Williams, UP<br>9/28/23  |

# **BID FORM and BID ITEMS**

TO:

The Township of West Windsor

P.O. Box 38

271 Clarksville Road

Princeton Junction, New Jersey 08550

RE:

WEST WINDSOR TOWNSHIP

POLICE DEPARTMENT - DETECTIVE AREA RENOVATIONS

This Bid will not be accepted after 3:00 pm prevailing time on September 28, 2023 at which time all Bids will be publicly opened and read.

Villiams Enter Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Architect, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

The undersigned understands that the Owner reserves the right to reject any or all Bids, waive any informality or technicality of any Bid in the interest of the Owner, and award Base Bid and/or Alternate Bids in any combination as determined by the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

| ITEM # DESCRIPTION OF BID IN PRI   | CE IN WORDS AND FIGURES                        |
|--|--|
| Base Bid  All work associated with scope of written Bid (write out price):  Seventy-Nine | work identified in Documents. Thousand Dallars |
| (Bid Price in Numbers) \$  | 19,000.00                                      |
| If a Corporation,  |  |
| Name of Contractor J. H. Williams  | Enter PILLS                                    |
| Signature of Bidder  |  |
| Business Address 513 Pleasulld   | Title Mourostown M                             |
| Incorporated under the Laws of the State of  |  |
|  | (Title)  |
| (Name) Secretary Jomes 4. W (Name)   | (Title)  |

| West Windsor Township   | 7 11 7                          |            | Bid Specifications                      |
|---|---------------------------------|------------|---|
| gent francesses.  | Police Department - Det         |            |   |
| Treasurer   | (Name)                          | iauc       |   |
| \ \   | (Name)                          | (Title)    |   |
| Dated: 4 78 23  | <u> </u>                        |            |   |
| (Affix Corporation Seal Here<br>If a Partnership, Individual, o | e)<br>It Non-Incorporated Organ | ization    |   |
|   |                                 | C1         |   |
| Name of Company   | with com                        | sitt roter |   |
| Signature of Bidder   | MIX                             | 7          |   |
|   | (Name)                          | (Title)    |   |
| Names and Addresses of Mer                                      | mbers of Company                |            |   |
|   |                                 |            |   |
|   |                                 |            |   |
|   |                                 |            |   |
|   |                                 |            |   |
|   |                                 |            |   |
|   |                                 |            | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
|   |                                 |            |   |
|   |                                 |            |   |

# ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

# TOWNSHIP OF WEST WINDSOR POLICE DEPARTMENT DETECTIVE AREA RENOVATIONS

Pursuant to N.J.S.A. 40A:11-23.1a., 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.

| West W                                | Vindsor Township Reference Number or Title of Addendum/Revision | How Received (mail, fax, pick-up, etc.) | Date<br>Received | Bidder's<br>Initials |
|---------------------------------------|---|---|------------------|----------------------|
| Notice,<br>Revision or<br>Addenda No. | Title or Description  |   |                  |                      |
|                                       | 1790 en gant  | Sax                                     | alis             | Shi                  |
|                                       |   |   |                  |                      |
|                                       |   |   |                  |                      |

| Acknowledged by Bidde   | r                        |  |
|-------------------------|--------------------------|--|
| Name of Bidder:         | J.H. Williams Enterprise |  |
| By Authorized Represent | ative:                   |  |
| Signature:              | Merin                    |  |
| Print Name and Title:   | Mark P. Williams P.      |  |
| Date:                   | 9/28/25                  |  |

# **BID BOND**

|                            | <u>pm</u>  | DOND  |   |
|----------------------------|--|---|---|
| KNOW AL                    | L MEN BY THESE PRESENTS, that we, the  | e undersigned,  |   |
|                            | as Principal,  | and   | as Surety, are  |
| hereby held                | and firmly bound unto the Township of Wes  | st Windsor, as Owner, in the J                                      | Penal Sum of  |
|                            | (\$  | ) for the payment of  | f which, well and truly to be                                   |
| made, we h                 | nereby jointly and severally bind ourselves, su  | ccessors and assigns.   |   |
| Signed this,               | day of   | , 20  |   |
| The conditi<br>Windsor a c | on of the above obligation is such that when<br>certain Bid, attached hereto and hereby made a   | reas the Principal has submitt<br>a part of hereof, to enter into a | ted to the Township of West contract in writing for the         |
|                            | TOWNSHIP OF<br>POLICE DEPARTMENT- DET  | WEST WINDSOR<br>ECTIVE AREA RENOVA                                  | ATIONS  |
| NOW THE                    | REFORE,  |   |   |
| A)                         | If said Bid shall be rejected or in the alternat   | tive,   |   |
| В)                         | If said bid shall be accepted and the Principa attached hereto (properly completed in accorperformance of said contract, and for the pay in the connection therewith, and shall in acceptance of said Bid, | dance with said Bid) and shall<br>ment of all persons performing    | furnish a bond for his faithful                                 |
| understood a               | bligation shall be void, otherwise the same and agreed that the liability of the Surety for at of this obligation as herein stated.  | shall remain in full force an<br>any and all claims hereunder       | nd effect; it being expressly<br>shall, in no event, exceed the |
| no way impa                | for value received, hereby stipulates and agree<br>aired or affected by any extension of the time<br>waive notice of any such extension.   | es that the obligations of said S<br>within which the Owner may     | Surety and its bond shall be in accept such bid; and Surety     |
| are corporati              | SS WHEREOF, the Principal and the Surety h ions have caused their corporate seals to be he day and year first set forth above.   | reto affixed and these present                                      | nd seals, and such of them as<br>s to be signed by their proper |
|                            |  | Pri   | ncipal  |
| BY:                        | Witness  |   |   |
|                            | <del>-</del>   |   |   |
|                            |  | S   | urety   |
| BY:                        | Witness  | Attor   | ney-in-Fact   |

# SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "IN-HOUSE" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "NONE" in the appropriate space provided.

# **LIST OF SUBCONTRACTORS**

|                    | LISI                         | or sobcon          | IKACIOKS               |   |      |
|--------------------|------------------------------|--------------------|------------------------|---|------|
| TITLE OF BID:      |                              |                    | NAME OF BIDD           | ER: <u>J. H. Williaus</u> E   | لأبم |
| Name               | Address                      | Telephone          | Specialized Su<br>Area | b-Prime Scope Of Work I<br>Each Subcontractor<br>Each Specialized S<br>Prime Area | or I |
| MR Electric        | CVictorial Make              | 956<br>534<br>5422 | Clechn                 | c Electric  |      |
| J.W. Poole         | 15 Butcher Rd.<br>Mousoe, NS | 669<br>443<br>8101 | HVAC                   | HVAC  |      |
|                    |                              |                    |                        |   |      |
| Plumbing and Ga    | s Fitting and All Kindred    | Work:              |                        |   |      |
| Name               |                              |                    | Phone                  | #   |      |
| Address            |                              |                    |                        |   |      |
| License Number     |                              |                    |                        |   |      |
| Electrical Work:   |                              |                    |                        |   |      |
|                    |                              |                    |                        | # 856-534-5422  |      |
| Address (o         | Victoria Ct.                 | J.kel              | My Jour                | · .   |      |
| License Number     | 34 CB 0133 7                 | <u>)</u> 300       |                        |   |      |
| Structural Steel a | nd Ornamental Iron Work      | <u>:</u>           |                        |   |      |
| Name               |                              |                    | Phone :                | #   |      |
| Address            |                              |                    |                        | 77  |      |
| Heating and Vent   |                              |                    |                        |   |      |
| Name 5.W           |                              |                    | Phone a                | # 609-4113-8101   |      |
| Address 15 B       | cyclos Ro. D                 | 1,00708,           | ZH                     |   |      |
| <i>\G</i>          | (H( OOI ZOĞO                 | ð                  |                        |   |      |

# BID BOND

| KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  |
|--|
| J.H. Williams Enterprises, Inc. as Principal, and Liberty Mutual Insurance Company Surety, are   |
| hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of Ten Percent total  |
| amount bid not to exceed \$20,000.00 (\$ 10% ) for the payment of which, well and truly to be  |
| made, we hereby jointly and severally bind ourselves, successors and assigns.  |
| Signed this, 28th day of September , 2023.   |
| The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the  |
| TOWNSHIP OF WEST WINDSOR   |
| POLICE DEPARTMENT- DETECTIVE AREA RENOVATIONS  |
| NOW THEREFORE,   |
| A) If said Bid shall be rejected or in the alternative,  |
| B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, |
| Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.  |
| The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.  |
| IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.  |
| J.H. Williams Enterprises, Inc.  |
| Principal  |
| BY: Brendan Sean Williams Witness Mark P. Williams  Mark P. Williams   |
| Liberty Mutual Insurance Company   |
| Surety   |
| BY: Takucia C. Strain  |
| Witness Attorney-in-Fact Patricia C. Strong Ricahrd K. Strong  |

# Consent of Surety

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

<u>Liberty Mutual Insurance Company</u> 175 Berkeley Street, Boston, MA 02116

existing under the laws of the State of Massachusetts and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for:

Township of West Windsor 275 Clarksville Rd. West Windsor, NJ

for: Police Department - Detective Area Renovations

is awarded to

J.H. Williams Enterprises, Inc.

513 Pleasant Valley Ave. Moorestown, NJ 08057

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening unless agreed upon by Bidder, Owner and Surety to be extended.

SIGNED, SEALED this 28th day of September, 2023.

Surety

Liberty Mutual Insurance Company

Richard K. Strong, Attorney-In-Fact

|  |  |  |  | : |
|--|--|--|--|---|
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |
|  |  |  |  |   |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8203479-974062

Renee C. Llewellyn, Assistant Secretary

| SURETY   | POWER OF ATTORNEY   |
|--|---|
| Liberty Mutual Insurance Company is a corporation duty organ<br>under the laws of the State of Indiana (herein collectively calle  | e Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that nized under the laws of the State of Massachuselts, and West American Insurance Company is a corporation duly organized and under the laws of the State of Massachuselts, and West American Insurance Company is a corporation duly organized the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard   |
| Strong   |   |
|  |   |
| of these presents and shall be as binding upon the Compar  | as surety and as its act and deed, any and all undertakings, bonds, recognizations and other surety congations, in proper nies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper   |
| IN WITNESS WHEREOF, this Power of Attorney has been s  | subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed   |
| thereto this 20th day of April , 2020 .  | Liberty Mutual Insurance Company  |
| INSURATE OF THE PROPERTY OF TH | The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  By:  ################################  |
| \(\frac{\sqrt{\sq}}\sqrt{\sq}}}}}}}}\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}  | David M. Carey, Assistant Secretary   |
| State of PENNSYLVANIA ss   |   |
| Company, The Ohio Casualty Company, and West America   | y himself as a duly authorized officer.   |
| IN WITNESS WHEREOF, I have hereunto subscribed my na   | arme and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  |
| GE SA PAI  | COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Teresa Pastella, Notary Public  Linger Merion Two., Montgomery County  By: Lucaa Pastella  |
| NO SECUL   | My Commission Expires March 28, 2021 Teresa Pastella, Notary Public  Member, Pennsylvania Association of Notaries   |
| This Power of Attorney is made and executed pursuant Insurance Company, and West American Insurance Compa  | to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual any which resolutions are now in full force and effect reading as follows:   |
| ADTICLE IV OFFICERS: Section 12 Power of Alto  | orized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the orized for that purpose in writing by the Chairman or the yes-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall presume and execution of any such instruments end to attach thereto the seal of the Corporation. When so executed, such president and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the by the Board, the Chairman, the President or by the officer or officers granting such power or authority.  Surety Bonds and Undertakings.  |
| Any officer of the Company authorized for that purpos shall appoint such attorneys-in-fact, as may be necessary bonds, recognizances and other surety obligations. Company by their signature and execution of any surety surety of any surety o | ose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may presented, sessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. I Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if  |
| Certificate of Designation The President of the Compar<br>fact as may be necessary to act on behalf of the Compan  | ny, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint secretary, and the surety by to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety by to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety   |
| Company, wherever appearing upon a certified copy of an<br>the same force and effect as though manually affixed.   | Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the<br>ny power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with  |
| hereby certify that the original power of attorney or writen   | ary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do the foregoing is e full, true and correct copy of the Power of Attorney executed by sald Companies, is in full force and effect and  |
| IN TESTIMONY WHEREOF, I have hereunto set my hand  | d and affixed the seals of said Companies this 28th day of September , 2023 .   |
| INSURAN.   | TY INSURANT |

|  |  |  | : |
|--|--|--|---|
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |



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

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable 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 surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$69,850,735,943.00 as of the calendar year ended December 31, 2022, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2022 in the amount of \$1,772,737,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$10% of the amount bid not to exceed \$20,000.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:
- (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Reinsurer Address Amount

(Not Applicable) and;

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

### CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a corporation domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

David M. Carey, Assistant Secretar

Dated: September 28, 2023



# LIBERTY MUTUAL INSURANCE COMPANY

# Financial Statement - December 31, 2022

| Assets                                   |                  | Liabilities  |  |  |
|--|------------------|--|--|--|
| Cash and Bank Deposits                   | \$3,908,755,039  | Unearned Premiums\$10,133,358,204                    |  |  |
| *Bonds — U.S Government                  | 3,451,999,931    | Reserve for Claims and Claims Expense 27,953,643,316 |  |  |
| *Other Bonds                             | 18,862,255,155   | Funds Held Under Reinsurance Treaties                |  |  |
| *Stocks                                  | 19,372,953,698   | Reserve for Dividends to Policyholders               |  |  |
| Real Estate                              | 190,092,373      | Additional Statutory Reserve                         |  |  |
| Agents' Balances or Uncollected Premiums | 7,929,876,358    | Other Liabilities                                    |  |  |
| Accrued Interest and Rents               | 166,740,412      | Total  |  |  |
| Other Admitted Assets                    | 15,968,062,977   | Special Surplus Funds \$195,696,103                  |  |  |
| Total Admitted Assets                    | \$69,850,735,943 | Capital Stock  |  |  |
|  |                  | Surplus to Policyholders                             |  |  |
|  |                  | Total Liabilities and Surplus                        |  |  |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

Assistant Secretary

#### **AGREEMENT**

| This Contract made the               | day of                  | , 2023 b            | y and between t    | he Township    |
|--------------------------------------|-------------------------|---------------------|--------------------|----------------|
| Council of the Township of West V    | Vindsor, a municipal co | rporation of the S  | State of New Jers  | ey, having its |
| principal address at 271 Clarksville | Road, Princeton Junct   | tion, New Jersey    | 08550 (hereinaft   | er called "the |
| Township") and                       |                         | _, having its pr    | incipal place of   | business at    |
|                                      | (                       | (hereinafter called | l "the Contractor" | ').            |
|                                      |                         |                     |                    |                |

#### WITNESSETH:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of \_\_\_\_\_\_\_\_\_, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as Township of West Windsor, Police Department — Detective Area Renovations. Performance by the Contractor is to be completed not later than 120 calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account *Instructions to Bidders* 

of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

#### Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
  - Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975 (N.J.A.C. 17:27)

During the performance of this contract, the successful Bidder/Contractor agrees as follows:

a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include but not be limited to the following: employment; upgrading; demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. 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 applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division 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 Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a (A) construction trade, the Contractor or Subcontractor shall, within three (3) 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 American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above,

or if the Contractor or Subcontractor 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 consistent with the applicable county employment goal:

- (1) To notify the Public Agency Compliance Officer, the Division, 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 the local construction trade union refer minority and women workers to fill job openings, provided that 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 of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
  - (i) 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 determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 referral agency, provided the referral agency is acceptable to the Division. 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.
  - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall

be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) 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, said 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 Division.
- (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 Division and submitted promptly to the Division upon request.
- The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the **(C)** 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 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division and to the Public Agency Compliance Officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in a sum as specified in General Conditions paragraph 4.23 based on contract value for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

ATTEST.

#### Police Department - Detective Area Renovations

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

|                             | TOWNSHIP OF WEST WINDSOR       |
|-----------------------------|--------------------------------|
| Ву:                         |                                |
| Gay Huber<br>Township Clerk | Hemant Marathe<br>Mayor        |
| Are 9/28/23                 |                                |
| BRENDAN SEAN WILLIAM        | Contractors 4 williams Entoque |

BRENDAN SEAN WILLIAMS Notary Public, State of New Jersey Comm. # 2372566 My Commission Expires 04/17/2028

#### HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

#### PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

| This PREVAILING WAGE AFFIDAVIT is signed this day | y o | f |
|---|-----|---|
|---|-----|---|

9/28/23 ,20\_\_\_\_

as a binding act in deed of

Hame of Organization

Authorized Signature & Title

Print Authorized Signature Name & Title

# NEW JERSEY STATUTORY PAYMENT BOND

|  | Bond No.   |
|--|--|
| KNOW ALL MEN BY THESE PRESE                |  |
| That we, the Undersigned                   | (Name or legal title &address of CONTRACTOR)                 |
|  | (Legal title of SURETY)                                      |
| a corporation organized and existing und   |  |
| as Obligee, in the penal sum of            | (\$  |
| mens, executors, administrators, successo  | · ·  |
| THE CONDITION OF THIS OBLIGAT              | ION IS SUCH, that whereas the above named Principal did on   |
| the day of                                 | , 20   |
| enter into a contract with                 |  |
|  |  |
| which contract is made part of this bond a |  |
| NOW, if the said                           |  |
|  | aries as defined by N.J.S.A 2A:44-143 for labor performed or |

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

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

| PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such  |
|--|
| alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.  IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several |
| seals this day of 20, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.                 |
| IN PRESENCE OF:  |
| (SEAL) (Individual or Partnership Principal)   |
| (Address)(Business Address)  |
| (SEAL) (Individual or Partnership Principal)   |
| (Address)(Business Address)  |
|  |
| Witness:   |
| Attest:(Corporate PRINCIPAL)   |
| (Business Address)   |
| BY:  |
| (Affix Corporate Seal)   |

## CONTRACTOR'S AFFIDAVIT

| STATE OF: N   |
|---|
| COUNTY OF: Bullington   |
| Before me, the Undersigned, a Notary Public in and for said County and State personally appeared                            |
| (Individual, Partner, or duly authorized representative of Corporate Contractor)  |
| Of Jillians Enterpres (Company)   |
| Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims                           |
| indebtedness of whatever nature arising out of the performance of the Contract for  Police Dept. Tesov.  (Project)          |
| (Project)   |
| With the Township of West Windsor for have been paid in full.   |
| ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION  |
| STATE OF: NJ  |
| COUNTY OF: Borlington  On this ZSL day of September 2023, before me personally can  |
| On this day of September 2023, before me personally car   |
| and appeared Mork ? Williams to me known, who   |
| being by me duly sworn, did depose and say that he resides at 283 w. 2 <sup>nd</sup> St.  Moorestaw, W. and                 |
| Moorestaw, W and  |
| that he is the UP of J. H. William Futerprip  |
| the corporation described in and which executed the foregoing instrument; that he knows the seal of s                       |
| corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of              |
| directors of said corporation, and that he signed his name thereto by like order.   |
| Monday  |
| Swarp & Subscribed to before up   |
| cu a/28/23  |
| BRENDAN SEAN WILLIAMS of Forms Section Notary Public, State of New Jersey Comm. # 2372566  My Commission Expires 04/17/2028 |

## ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

| STATE OF:                 |                                    |                                       |                                       |
|---------------------------|------------------------------------|---------------------------------------|---------------------------------------|
| COUNTY OF:                |                                    | SS:                                   |                                       |
|                           | day of                             |                                       |                                       |
| and appeared              |                                    |                                       | to me known and                       |
| known to me to be one o   | of the members of the firm of      | A A A A A A A A A A A A A A A A A A A | <u> </u>                              |
| described in and who exe  | ecuted the foregoing instrument, a | nd he acknowledged                    | to me that he executed the same       |
| as and for the act and de | ed of said firm.                   |                                       |                                       |
|                           |                                    |                                       | (SEAL)                                |
| ACI                       | NOWLEDGMENT OF CONTR               | ACTOR, IF AN IN                       | DIVIDUAL                              |
| ******                    |                                    | SS:                                   |                                       |
| COUNTY OF:                |                                    |                                       |                                       |
| On this                   | day of                             | 20                                    | , before me personally came           |
| and appeared              |                                    |                                       | to me known and                       |
| known to me to be one     | of the members of the firm of      |                                       | · · · · · · · · · · · · · · · · · · · |
| described in and who e    | xecuted the foregoing instrument   | , and he acknowled                    | dged to me that he executed the       |
| same.                     |                                    |                                       |                                       |
| Management                |                                    |                                       | (SEAL)                                |

to the date of these presents.

#### Police Department - Detective Area Renovations

#### CONTRACTOR'S RELEASE

## KNOW ALL MEN BY THESE PRESENTS THAT: (Full Name) (Company and Street Address) County and State of \_\_\_\_\_ does hereby acknowledge that he has received this \_\_\_\_\_ day of and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to (Contractor) By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT, between the said (Contractor) And Owner, the Township of West Windsor dated \_\_\_\_\_\_, 20\_\_\_\_. (Owner) NOW THEREFORE, the said \_\_\_\_\_ (Contractor) (for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated \_\_\_\_\_\_\_\_, 20 \_\_\_\_\_, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world

| IN WITNESS WHEREOF,(Contractor)                       |        |      |
|---|--------|------|
| has caused these presents to be duly executed on this |        | , 20 |
| Signed, Sealed and Delivered in the presence of:      |        |      |
| (INDIVIDUAL)  | (SEAL) |      |
| (PARTNERSHIP CONTRACTOR)                              | (SEAL) |      |
| BY:(PARTNER)  | (SEAL) |      |
| Attest:   | (SEAL) |      |
| BY:  (SECRETARY PRESIDENT OR VICE PRESIDENT)          | (SEAL) |      |

(CORPORATE SEAL)

#### NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

| Name                                 | Not Registered | Registration Number          |
|--------------------------------------|----------------|------------------------------|
| Bidder Jill. Williams Ent            |                | 0088436                      |
| (Subcontractor) MR Clechec           |                | 1396009                      |
| (Subcontractor) J.W Poole            |                | 0097674                      |
| (Subcontractor)                      |                |                              |
| (Subcontractor)                      |                | -                            |
| Subscribed and sworn  Before me this |                |                              |
| Of Septeber 20 23.                   |                |                              |
| 2 ci                                 | War            | \$                           |
| Notary Public of MS                  | WalsoM         | nature                       |
| My Commission Expires _ いんしんとを , , 2 |                | me and Title<br>be or print) |

\*\* Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.

BRENDAN SEAN WILLIAMS
Notary Public, State of New Jersey
Comm. # 2372566
My Commission Expires 04/17/2028

#### PUBLIC WORKS CONTRACTOR REGISRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

| Name                                 | Not Registered | Registration Number         |
|--------------------------------------|----------------|-----------------------------|
| Bidder Jilt Williams Ent.            |                | 20496                       |
| (Subcontractor) MR Clectric          |                | 675583                      |
| (Subcontractor) JWPoole              |                | 48566                       |
| (Subcontractor)                      | _              |                             |
| (Subcontractor)                      |                | C                           |
| Subscribed and sworn  Before me this |                |                             |
| Ru                                   | Sign           | gnature                     |
| Notary Public of                     |                | H, willie                   |
| \ \                                  |                | ame and Title upe or print) |
| My Commission Expires 4/17/29, 2     | 0              |                             |

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

J.H. Williams Enterpris

#### Part 1: Certification

## COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

#### CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

|   | CONTRACT AMENDMENTS AND EXTENSIONS   |
|---|--|
| <b>⊠</b> .                              | I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.) |
|   | IF UNABLE TO CERTIFY   |
|   | I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.            |
|   | Part 2: Additional Information   |
| PLEASE PROV                             | IDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN LARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.  |
| You must provide                        | e a detailed, accurate, and precise description of the activities of the person or entity, or of subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or ties in Iran in the space below and, if needed, on additional sheets provided by you.   |
|   |  |
|   |  |
|   |  |
| *************************************** |  |

## Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor 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. 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 Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

| Full Name<br>(Print) | MajeP-William | Title | 115  |         |
|----------------------|---------------|-------|------|---------|
| Signature            | Man           |       | Date | 9/26/23 |

#### AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signed by

Successful Bidder / Contractor

Work P. William

Signed, sealed and delivered

in the presence of

Bid Forms Section

| BID DOCUMENT REQUIREMENT                                    |   |  |  |  |
|---|---|--|--|--|
| Name of Form:   | FEDERAL NON-DEBARMENT CERTIFICATION   |  |  |  |
| Statutory Reference: N.J.S.A. 52:32-44.1 (P.L. 2019, c.406) |   |  |  |  |
| Description:  | Meets statutory criteria for certification of non-debarment by a federal government agency. |  |  |  |

## Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

#### CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

| Individual or   | PART I: VENDOR INFOR   | RMATION   |
|---|--|---|
| Organization Nam  | e J.H. William<br>f 513 Pleasant   | es Euterbisa  |
| Physical Address of Individual or   | f 513 Pleasant   |   |
| Organization Unique Entity ID (if applicable)   | 146018 4000  | Ciar  |
| CAGE/NCAGE Cod<br>(if applicable)   | е  |   |
| Chec  | k the box that represents the type   | of business organization:   |
|   | CERTIFICATION OF NON-DEBARM  |   |
| I hereby certify that   | from contracting with a federal ag   | ted above in Part I is not debarred by the gency. I further acknowledge: that I am  |
| federal government<br>authorized to execu<br>Windsor Township<br>continuing obligation<br>West Windsor Town<br>information contain<br>statement or misre<br>prosecution under the | s relying on the information contain<br>on from the date of this certification<br>inship to notify West Windsor Town<br>and herein; that I am aware that it is<br>presentation in this certification, and the law and that it will constitute a  | ne above-named organization; that West alined herein and that I am under a on through the date of contract award by inship in writing of any changes to the is a criminal offense to make a false and if I do so, I am subject to criminal a material breach of my agreement(s) with ownship to declare any contract(s) resulting |
| federal government<br>authorized to execu<br>Windsor Township<br>continuing obligation<br>West Windsor Town<br>information contain<br>statement or misre<br>prosecution under the | s relying on the information contain<br>on from the date of this certification<br>inship to notify West Windsor Town<br>hed herein; that I am aware that it is<br>presentation in this certification, and<br>the law and that it will constitute a<br>inship, permitting West Windsor To | nined herein and that I am under a<br>on through the date of contract award by<br>inship in writing of any changes to the<br>is a criminal offense to make a false<br>and if I do so, I am subject to criminal<br>a material breach of my agreement(s) with   |

| PART III – CERTIFICATION O Percent of Organization                               | F NON-DEBARMENT: Individual or Entity Owning Greater than 50  |
|--|---|
| Section A (Check the Box th  | at applies)   |
|  | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be  |
| Name of Individual or<br>Organization  |   |
| Physical Address   |   |
|  | OR  |
| <b>₩</b>   | No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.   |
| Section B (S   | kip if no Business entity is listed in Section A above)   |
|  | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be. |
| Stockholder/Partner/Member<br>Owning Greater Than 50<br>Percent of Parent Entity |   |
| Physical Address   |   |
|  | OR  |

| ĎĮ.   | No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.  |   |   |  |
|---|---|---|---|--|
|   | Section C – Part III C  | ertification  |   |  |
| contracting with a fede<br>Part I or, if applicable, of<br>I further acknowledge:<br>named organization; the<br>and that I am under a contract award to notify<br>contained herein; that I<br>misrepresentation in the<br>law and that it will cons | individual or organization that is ral agency owns greater than 50 percent of that I am authorized to execute at <b>West Windsor Township</b> is rontinuing obligation from the day West Windsor Township in will am aware that it is a criminal coils certification, and if I do so, I assitute a material breach of my approximation of the corrownship to declare any correct than 50 percent of the correct than 50 percen | D percent of the of a parent entity of this certification elying on the informate of this certification of any charoffense to make a subject to criting of greement(s) with | Organization listed above in of <name of="" organization="">. In on behalf of the above-permation contained herein cation through the date of ages to the information at false statement or minal prosecution under the other west Windsor Township,</name> |  |
| Full Name (Print):  | Nortal Williams   | Title:  | NA  |  |
| Signature:  | 261   | Date:   | 0/20/23   |  |

|      |   | Section A  |
|------|---|--|
| 0    | listed in Part I owns<br>partnership(s) in what<br>percent interest the | and address of the corporation(s) in which the Organization more than 50 percent of voting stock, or of the nich the Organization listed in Part I owns more than 50 erein, or of the limited liability company or companies in tion listed above in Part I owns more than 50 percent the case may be. |
| Name | of Business Entity  | Physical Address   |
|      |   |  |

|   | OR  |
|---|---|
| M | The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company. |

| Sectio   | n B (skip if no business entiti  | es are listed in S   | ection A of Part IV)   |  |
|--|--|--|--|--|
|  | Below are the names and addresses of any entities in which an entit listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership limited liability company).  |  |  |  |
|  | ess Entity Controlled by<br>in Section A of Part IV  | Ph   | ysical Address   |  |
| **Add additional   | Sheets if necessary**  |  |  |  |
| 7 ad additional  | O O  | R  |  |  |
| M  | No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.   |  |  |  |
| 11 1 25 .  | Section C – Part   |  |  |  |
| percent of any e<br>with a federal ag<br>that in turn own:<br>government from<br>authorized to ex<br>West Windsor To<br>a continuing obli<br>award by West V<br>changes to the in<br>make a false stat<br>to criminal prose<br>agreement(s) with | hat the Organization listed ale<br>ntity that that is debarred by the<br>gency and, if applicable, does not a series greater than 50 percent of a secute this certification on behownship is relying on the information from the date of this certification on the formation contained herein; the ment or misrepresentation is certification under the law and that the the west Windsor Township, presulting from this certification is certification. | the federal gover<br>not own greater to<br>ny entity debarre<br>gency. I further a<br>alf of the above-<br>mation containe<br>ertification throut<br>lest Windsor Tow<br>that I am aware to<br>the this certification<br>to it will constitute<br>ermitting West W | chan 50 percent of any entity ed by the federal acknowledge: that I am named organization; that d herein and that I am under up the date of contract which in writing of any that it is a criminal offense to en, and if I do so, I am subject a material breach of my Vindsor Township to declare |  |
| Full Name<br>(Print):  | Made Willia  | Title:   | NR.  |  |

#### EXHIBIT B (Cont.)

- (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 nondiscrimination 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 Contactor 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) The Contractor or subcontractor agrees 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

#### EXHIBIT B (Cont.)

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.

Signed by

Successful Bidder / Contractor

Ewillia John M

Signed, sealed and delivered in the presence of

(Notarized)

(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. 17:27-1.1 et seq.

#### 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, 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 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 Department of Labor & Workforce Development (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

#### EXHIBIT B (Cont.)

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;

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

| Name of Individual or Business Entity | Address                      |  |
|---------------------------------------|------------------------------|--|
| Tours H. William                      | 231 Haires Dr. Mooreston, No |  |
| Kuthleen C. Williams                  | 231 Hains Dr. Moorestow, W   |  |
|                                       |                              |  |
|                                       |                              |  |

# <u>Part III</u> DISCLOSURE OF TEN (10%) PERCENT 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 ten (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 ten (10%) percent 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 ten (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 ten (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<br>and Corresponding Entity<br>Listed in Part II | Address |
|---|---------|
|   |         |
|   |         |
|   |         |

#### 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 West Windsor 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 West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

| Full Name (Print): | Mark P. Williams | Title: | NP      |
|--------------------|------------------|--------|---------|
| Signature:         | man-             | Date:  | 9/28/23 |

#### NON-COLLUSION AFFIDAVIT

| STATE OF NS:   |
|--|
| COUNTY OF Burling tow:   |
|  |
| of Moorestown in the County of Brlingta and  |
|  |
| the State ofof full age, being duly sworn according to law on my oath depose and say that:   |
|  |
| of the firm of JHWilliams Enterprise the Bidder making the Proposal for the above named project, and that I executed the said Proposal with fu   |
| of the firm of J. H. Williams Externise  |
| authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with full knowledge that the |
| except bona fide employees or bona fide established commercial or selling agencies maintained by:  |
| (Name of Bidder)   |
| (Name of Bidder)   |
| wall   |
| (Also type or print name of affiant under signature)   |
| Subscribed and sworn to before me this   |
| 285 day of Sept wher, 2023.  |
| Boel   |
| Notary Public of   |
| My commission expires, 20  |
|  |

### Police Department - Detective Area Renovations

### 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: J.H. Williams Crofespise  |
|---|
| Organization Address: 513 Placescut Valley Ave, Moorestow, W  |
| 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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. ( <b>SKIP TO PART IV.</b> )  |

| List the equipment available for t | the performance of work un | der the proposed contract ( | attach additional |
|------------------------------------|----------------------------|-----------------------------|-------------------|

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

All tools, trucks & equipment Necessary to

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

### Police Department - Detective Area Renovations

### **CONSENT OF SURETY**

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- 1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
- 2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
- 3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
- 4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

### SAMPLE WORDING IS AS SHOWN BELOW:

### **CONSENT OF SURETY**

| KNOW ALL MEN BY THESE PR money of the United States of Amer and for other valuable consideration | ESENTS, that for and consideration of the so-<br>rica, the receipt whereof is hereby acknowled<br>to the   | um of \$, lawful dged, paid the undersigned, |
|--|--|--|
|  |  | Insurance Company,                           |
|  | Name   |  |
|  | Address  |  |
| exists under the laws of the State of<br>certifies and agrees, that if the contra                | New Jersey and licensed to do business in the act for (Contracting Agency)   | ne State of New Jersey                       |
| for (Project)  |  |  |
| in the full amount set forth in the co   | nd or bonds as required of the contract documents for the faithful performance commitment shall expire sixty (60) days from Surety to be extended. | e of all obligations of the                  |
| Signed, sealed and dated this  | day of   | , 20   |
|  | (Name)   | _ INSURANCE COMPANY                          |
| By_  |  |  |
|  | (Name)   |  |
|  | Attorney in Fact   |  |

### BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

### TOWNSHIP OF WEST WINDSOR COUNTY OF MERCER

| I, Mark William of the Municipality  Berlinglan and the State of N   | of Moorestown of full age,   | in the County of<br>being duly sworn  |
|--|--|---|
| according to the law on my oath depose and say that:   |  |   |
| I am, an officer of the that I executed the said Proposal with full authority to bid is not included on the State of New Jersey, Departs & Construction list of Debarred, Suspended and Disquard Proposal and in this Affidavit are true and correct, relies upon the truth of the statements contained in substitution of the statements contained in substitution of the statements contained in substitution of the statements. | o do so; that said bidder at the time<br>ment of Treasury, Division of Pro-<br>qualified bidders and that all state<br>and made with the full knowledg | ne of making of this operty Management ements contained in ge that the Township |
| The undersigned further warrants that should the nar<br>Treasurer's list of Debarred, Suspended and Disquali<br>life of this Contract, including the Guarantee Period, the<br>signatory of this Eligibility Affidavit.   | fied bidders list at any time prio   | or to, and during the   |
| The undersigned understands that the firm making suspension and/or disqualification in contracting wi Environmental Protection if the Contractor violates a 17:12-6.3 or N.J.A.C. 7:1D-2.2.  | th the State of New Jersey and   | the Department of   |
| J. H. Williams Ent.  | Subscribed and Sworn before  | e me this   |
| Name of Contractor (Type or Print)  Signature/Title  | 20th Day of Sept   |   |
| D. D. Marie M. L. L.   |  |   |
| (Type or Print Name of Affiant)  | Notary Public ANS My Commission Expires  | 1/17/28   |
|  |  |   |

BRENDAN SEAN WILLIAMS Notary Public, State of New Jersey Comm. # 2372566 My Commission Expires 04/17/2028

### Police Department - Detective Area Renovations

### CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

| Th  | e Bidder is requested to provide the following information:  |
|-----|--|
| Т.  | te of Organization of Company:   |
|     | te of Organization of Company: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\  |
|     | me and address of Officers:  |
| Pre | esident: Jana 1. Milliona  |
| Vio | ce President: Work Y. Williams   |
| Sec | cretary: Kuthleen G. William   |
| Tre | easurer: James 4. Williams   |
|     | CONTRACTOR'S EXPERIENCE  |
| 1.  | How many years has your organization been in business as a general contractor under your present business name?  2.72              |
| 2.  | How many years' experience in this type of construction work has your organization had? 22   |
| 3.  | What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.) |
|     | Contract Amount Date Work Completed For Whom   |
| A.  | \$   |
| В.  | \$   |
| C.  | \$   |
| D.  | \$   |
| E.  | \$   |
|     | nes, Addresses and Telephone Numbers of References for the items listed above:  Name and Address  See Machael Telephone No.        |
| A.  |  |
| B.  |  |
| C.  |  |
| D.  |  |
| E.  |  |
| 4.  | Have you ever failed to complete any work awarded to you (within the last ten years)?  |



11/19/2023 11/20/2021

Registration Date: Expiration Date:

### State of New Jersey

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

## Public Works Contractor Registration Act

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

Responsible Representative(s):

Kathleen Williams, Treasurer

Responsible Representative(s):

James Williams, President

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

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

NON TRANSFERABLE

### 09/01/10

Taxpayer Identification# 223-773-797/000

Dear Business Representative:

//12=1131 | 159755326V/

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292

I wish you continued success in your business endeavors

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue

|                                   | ON.    | <del></del>                  |        |
|-----------------------------------|--------|------------------------------|--------|
| STATE OF NEW JERSEY               | 3      |                              |        |
| BUSINESS REGISTRATION CERTIFICATE |        | MENT OF T                    |        |
|                                   | PO BOX | N OF REVE<br>252             |        |
|                                   | TRENTO | N U 0864                     | 6-0252 |
| TAXPAYER NAME:                    |        | April                        |        |
|                                   |        |                              |        |
| J.H. WILLIAMS ENTERPRISES, INC.   |        | . No.                        | 7      |
| ADDRESS: SEQUENCE NUMBER:         |        | 1511                         |        |
| 231 HAINES DR .0088436            |        |                              |        |
| MOORESTOWN NJ 08057-2645          | 2192   | 15511                        |        |
| EFFECTIVE DATE: ISSUANCE DATE:    |        |                              |        |
| 09/01/10                          |        | Professional<br>Professional |        |
| 02/09/01                          |        | 12011                        |        |
| James J. China                    | and !  |                              |        |
| iDirector                         | - 1    | 1541                         |        |
| EOPM RDC                          |        | عتىلك                        |        |

J.H. WILLIAMS ENTERPRISES INC 513 PLEASANT VALLEY AVE MOORESTOWN, NJ 08057

### State of New Jersey

### DEPARTMENT OF THE TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION 33 WEST STATE STREET - P.O. BOX 034 TRENTON, NEW JERSEY 08625-0034



### NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

| Aggregate          | Trade(s) & License(s)   | Effective  | Expiration |
|--------------------|---|--|------------|
| Amount             |   | Date   | Date       |
| <b>4</b> 00,000,00 | C006 -CONSTRUCTION MANAGER AS CONSTRUCTOR<br>C008 -GENERAL CONSTRUCTION<br>C024 -HISTORICAL RESTORATION<br>C077 -PAINTING-GENERAL | 03/18/2022<br>03/18/2022<br>03/18/2022<br>03/18/2022 | 03/17/2024 |

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <a href="http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\_03\_07.pdf">http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\_03\_07.pdf</a>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



### State of New Jersey

### DEPARTMENT OF THE TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION 20 W. STATE STREET PO BOX 042 TRENTON, NEW JERSEY 08625-0042

REPLY TO: TEL: (609) 943-3400 FAX: (609) 292-7651

### TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

| (This form is to be used with the NOTICE OF  | CLASSIFICATION when submitting bids to the Department of Education.)             |
|--|--|
| I Certify that the amount of uncompleted work  | k on contracts is \$ 12,969,000  |
| The amount claimed includes uncompleted po<br>accordance with N.J.A.C. 17:19-2.13.   | ortions of all currently held contracts from all sources (public and private) in |
| I further certify that the amount of this bid prop<br>prequalification dollar limit. | posal, including all outstanding incomplete contracts does not exceed my         |
|  |  |
|  | Respectfully submitted,  |
| Affix corporate  | By J.H. Williams Enterprises, Inc.   |
| seal<br>here   | Name of Firm   |
|  | Signa ture   |
|  | Mark P. Williams   |
|  | Title<br>513 Pleasant Valley Ave   |
| Sworn to and subscribed before me  | Moorestown, NJ 08057   |
| This 2187 day of June 20 23  | Business Address   |
| Notary Public #2372566   |  |
| Brendan S. Williams  |  |
| Brendan S. Williams  | (856) 793-7114   |

Phone

### NO MATERIAL CHANGE OF CIRCUMSTANCES

### AFFIDAVIT

|            | •  |         |
|------------|--|---------|
| I, Mark P. | Williams being of full age under oath depose and say:  |         |
| 1.         | I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.  |         |
| 2.         | A statement as to the financial ability, adequacy of plant and equipment, organization an prior experience of [Bidder], has been submitted to the Department of Treasury within of (1) year preceding the date of opening of bids for this contract. | d<br>ne |
| 3.         | I certify, that there has been no material adverse change in the qualification information [Bidder] since such statement was submitted to the Department of Treasury except:   | of      |
|            | none   |         |
|            |  |         |
|            |  |         |
| SEAL       |  |         |
|            | Mohal. When  |         |
|            | SIGNATURE  |         |
|            | Mark P. Williams TITLE   |         |
|            | HILE   |         |
|            | J.H. Williams Enterprises, Inc.  |         |
|            | COMPANY  |         |

Sworn to and subscribed before me this 25th day of June Septem, 2023

Brendan S. Williams

Notary Public #2372566 Brendan S. Williams Comm Exp 4/17/27

NO MATERIAL CHANGE OF CIRCUMSTANCES

March 11, 2022

James H. Williams, President J.H. Williams Enterprises, Inc. 231 Haines Drive Moorestown, NJ 08057

Re: Contractor Prequalification Notice

Dear Mr. Williams:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that J.H. Williams Enterprises, Inc. has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

| Trade(s)             | Aggregate Rating |
|----------------------|------------------|
| GENERAL CONSTRUCTION | PCO NOT Y TONI   |
| PAINTING – GENERAL   | \$60 MILLION     |

Your firm is prequalified by the NJSDA until March 17, 2024. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds

Director,

Risk Management

cc: Prequalification File R. Britton

### State Of New Jersey **ELECTRICIAN'S** New Jersey Office of the Attorney General OR PLUMBER'S LICENSE **Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE Home Improvement Contractors

HAS REGISTERED

J H WILLIAMS ENTERPRISES INC James H Williams 513 Pleasant Valley Avenue Moorestown NJ 08057

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

01/24/2023 TO 03/31/2024 VALID

TELEPHONE INCLUDE AREA CODE

Signature of Licensee/Registrant/Certificate Holder

13VH00294700

LICENSE/REGISTRATION/CERTIFICATION #

Jersey Office of the Attorney General 03/31/2024 ENTERPRISES Home Improvement Contracto 3VH00294700 01/24/2023 TO HAS REGISTE! J.H.WILLIAMS I Z

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

PLEASE DETACH HERE-

Home Improvement Contractors P.O. Box 45016 Newark, NJ 07101

**EXPIRATION DATE 2024** 

J H WILLIAMS ENTERPRISES INC PLEASE USE IT IN ALL 13VH 00294700 . YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

> Home Improvement Contractors P.O. Box 45016 Newark, NJ 07101

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

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

HOME BUSINESS L TELEPHONE INCLUDE AREA CODE

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



### State of New Jersey

PHIL MURPHY

Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034

SHEILA OLIVER

Lt. Governor PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO** 

State Treasurer

### APPROVED

under the Small Business Set-Aside Act

This certificate acknowledges J.H. WILLIAMS ENTERPRISES, INC. as a Category 5 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Issued: 2/17/2021

Certification Number: A0140-51

Peter Jowish

Peter Lowicki Deputy Director

**Expiration: 2/17/2024** 

# Maited States Depar

licate of Registration of Apprenticeship Program Office of Apprentic

J. H. WILLIAMS ENTERPRISES, INC. -- MOORESTOWN, NEW JERSEY

for the trade classification of CARPENTER

Registered as part of the Xational Apprenticeship System in accordance with the basic standards of apprenticeship

established by the Secretary of Babor



NJ005114422

Registration Xo.

MAY 18, 2011

Certification 54063

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in

effect for the period of

15/FEB-2015

15-民民B-2022

JH WILLIAMS ENTERPRISES INC

231 HAINES DRIVE

MOORESTOWN

NJ 08805

Andrew P. Sidamon-Eristoff State Treasurer

OP ID: SB

ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 609-390-3360 CONTACT Dee Craig PRODUCER Brown & Brown of NJ, LLC P.O. Box 1187 Marmora, NJ 08223 FAX (A/C, No): 609-390-3239 PHONE (A/C, No, Ext): 609-390-3360 E-MAIL dcraig@bbinj.com Matthew Hook INSURER(S) AFFORDING COVERAGE 21113 INSURER A: United States Fire Ins Co JH Williams Enterprises Mark Williams INSURER B: INSURER C: 231 Haines Dr Moorestown, NJ 08057 INSURER D: INSURER E : INSURER F: REVISION NUMBER: **CERTIFICATE NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS LTR 1,000,000 X COMMERCIAL GENERAL LIABILITY Α EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 11/04/2020 11/04/2021 CLAIMS-MADE | X | OCCUR 503-862113-7 Υ 15,000 MED EXP (Any one person) S 1,000,000 PERSONAL & ADV INJURY \$ 3.000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 S X POLICY PRODUCTS - COMP/OP AGG 1,000,000 Pollution OTHER: 1.000,000 COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 11/04/2020 11/04/2021 ANY AUTO 133-748467-2 BODILY INJURY (Per person) \$ SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** s PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY S 5,000,000 **X** | OCCUR EACH OCCURRENCE UMBRELLA LIAB S 5,000,000 5238115227 11/04/2020 11/04/2021 EXCESS LIAB CLAIMS-MADE AGGREGATE S DED RETENTION S OTH-FR X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 11/04/2020 11/04/2021 408-739990-5 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Ν 1,000,000 F.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT 77,250 11/04/2020 11/04/2021 Property 503-862113-7 Property Section 70,000 11/04/2020 11/04/2021 Equipment 503-862113-7 Equipment DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** COUNTOC SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. J.H. Williams Enterprises, Inc. 231 Haines Drive AUTHORIZED REPRESENTATIVE Moorestown, NJ 08057



J.H. Williams Enterprises, Inc. 231 Haines Drive Moorestown, New Jersey 08057 Phone (856) 793-7114 – Fax (856) 222-0017 www.JHWilliamsInc.com

May 2, 2023

Re: Key Employees

J.H. Williams was formed in 1970 and incorporated in 2001. Since the mid 1990a, our work has focused on commercial projects with an emphasis on the public sector. We have the following key personnel:

- 1) James H. Williams 50 years construction experience as a general contractor.
- 2) Mark P. Williams 20 years construction experience as an estimator, project manager and counselor.
- 3) Brendan S. Williams 20 years construction experience as a carpenter, project manager and estimator.
- 4) William J. Schmidt 35 years construction experience as a carpenter and site supervisor.
- 5) Russel K. Short 30 years construction experience as a carpenter and site supervisor.
- 6) Joseph P. Barnhardt 35 years construction experience as a carpenter, site supervisor and business owner.
- 7) Gerald Gares 35 years construction experience as a carpenter, site supervisor and business owner.
- 8) Timothy P. Hagan 15 years construction experience as a draftsman and assistant project manager.

All relevant licenses, registrations and certifications are attached.



J.H. Williams Enterprises, Inc.
231 Haines Drive
Moorestown, New Jersey 08057
Phone (856) 793-7114 – Fax (856) 222-0017
www.JHWilliamsInc.com

May 2, 2023

### References - J.H. Williams Enterprises, Inc.

1) Mr. Bill Lammey Lammey & Giorgio 215 Highland Avenue, #B Haddon, NJ 08108-2634 Phone – (856) 833-0010

JHWE performed several construction projects for various public entities, including the Oaklyn Borough Hall renovation.

 Mr. Paul Martin Remington & Vernick
 211 Kings Highway Haddonfield, NJ 08035 Phone – (609) 680-6161

JHWE performed renovation of the JFK Senior Center.

4) Mr. Angelo Butera Reagan Young England Butera 456 High Street Mt. Holly, NJ 08066 Phone – (856) 265-2652

JHWE performed a classroom renovation at Pemberton Middle School and constructed an addition to the Ft. Dix Elementary School.

5) Mr. Donald Woolslayer
Director of Facilities, Stockton College
10 Jimmie Leads Road
Pomona, NJ 08108-2634
Phone – (609) 204-0721

JHWE performed roofing replacement at Stockton College.



J.H. Williams Enterprises, Inc. 513 Pleasant Valley Avenue Moorestown, New Jersey 08057 Phone (856) 793-7114 – Fax (856) 222-0017 www.JHWilliamsInc.com

August 12, 2023

Re: JHWE Current Contracts.

| PROJECT                 | OWNER              | ADCIUTECT                               | AMOUNT        | AMOUNT      | COMPLETION    |
|-------------------------|--------------------|---|---------------|-------------|---------------|
| IROJECT                 | OWINER             | <u>ARCHITECT</u>                        | <u>AMOUNT</u> | AMOUNT      | COMPLETION    |
|                         |                    |   |               | REMAININ    | <u>DATE</u>   |
| TY. CCTG . II.          |                    |   |               | <u>G</u>    |               |
| Wicoff ES Addition      | WWP BOE            | FVHD                                    | \$5,738,000   | \$172,000   | August 2023   |
| Rutgers Admin Bldg      | Rutgers            | Christopher Hack                        | \$3,823,000   | \$187,000   | August 2023   |
| Lawnside TCU Mod.s      | Lawnside BOE       | Remington & Vernick                     | \$78,000      | \$33,000    | August 2023   |
| West Deptford Lobby     | West Deptford      | Joseph F. McKernan                      | \$108,000     | \$108,000   | November 2023 |
| Ship Bottom Mun Bldg    | Bor of Ship Bottom | Goldstein Part                          | \$9,490,000   | \$1,418,000 | December 2023 |
| Princeton HA Renov.     | Princeton HA       | Joseph F. McKernan                      | \$408,000     | \$408,000   | December 2023 |
| Yorkship School Renov   | Camden BOE         | Remington & Vernick                     | \$485,000     | \$485,000   | December 2023 |
| Burl. City HS Storage   | Burl City BOE      | LAN Associates                          | \$450,000     | \$450,000   | January 2024  |
| Pilesgrove Marlton Park | Twp of Pilesgrove  | Alaimo Group                            | \$408,000     | \$408,000   | January 2024  |
| Vineland HA Elevator    | Vineland HA        | Donovan Architects                      | \$1,124,500   | \$1,124,500 | March 2023    |
| W. Windsor Media Cent   | W Windsor BOE      | FVHD                                    | \$1,494,000   | \$1,494,000 | July 2024     |
|                         |                    |   |               |             |               |
|                         |                    |   |               |             |               |
|                         |                    |   |               |             |               |
|                         |                    |   |               |             |               |
|                         |                    | , |               |             |               |
|                         |                    |   |               |             |               |
|                         |                    |   |               |             |               |
|                         |                    |   |               |             |               |
| TOTAL                   |                    |   | \$23,606,000  | \$6,287,000 |               |



J.H. Williams Enterprises, Inc. 513 Pleasant Valley Avenue Moorestown, New Jersey 08057 Phone (856) 793-7114 – Fax (856) 222-0017 www.JHWilliamsInc.com

August 12, 2023

### Re: JHWE Completed Contracts.

All projects were performed as the prime contractor and completed in a timely manner without penalty.

| PROJECT                        | OWNER                         | <u>ARCHITECT</u>     | AMOUNT      | DATE           |
|--------------------------------|-------------------------------|----------------------|-------------|----------------|
| TCNJ Bleacher Replace          | TCNJ                          | Spiezle              | \$1,597,000 | August 2023    |
| Providence House Renov         | Catholic Charities            | Lammey & Giorgio     | \$467,000   | August 2023    |
| TCNJ Digital Sign              | TCNJ                          | LAN Associates       | \$217,000   | July 2023      |
| Pedestrian Bridge Demo         | State of NJ                   | Lammey & Giorgio     | \$447,000   | May 2023       |
| Gender Neutral Restroom        | Rowan University              | Studio Jaed          | \$94,000    | April 2023     |
| TCNJ Sign Replacement          | TCNJ                          | LAN Associates       | \$247,000   | March 2023     |
| Hope & Equality Courts         | FSHD                          | Lammey & Giorgio     | \$260,000   | February 2023  |
| 224 Pennypacker Dr.            | JMDJMS, LLC                   | Albert Taus          | \$443,000   | February 2023  |
| Ocean Farmhouse Renov          | State of NJ                   | David A. Clark       | \$287,000   | February 2023  |
| LUCY Outreach Addition         | LUCY Outreach                 | Greg La Vardera      | \$2,507,000 | January 2023   |
| Cranbury Library               | Cranbury Twp                  | Arcari & Iovino      | \$3,932,000 | January 2023   |
| NJ DOT Salt Storage Bldg       | State of NJ                   | NV5                  | \$3,197,000 | December 2022  |
| Trenton Parking Auth Elev      | Trenton Parking Auth          | Tim Haas             | \$804,000   | July 2023      |
| Cherokee HS Ceiling Repl       | Cherokee HS                   | Design Collaborative | \$250,000   | August 2022    |
| Waretown HS Restroom           | Waretown ES                   | FVHD                 | \$107,000   | August 2022    |
| TCNJ Biology Renovation        | TCNJ                          | TCNJ                 | \$100,000   | August 2022    |
| Trenton Soup Kitchen           | City of Trenton               | Mills+Schnoering     | \$535,000   | February 2022  |
| Admin Bldg Renov.s             | Riverside Twp                 | Pennoni              | \$58,000    | January 2022   |
| Lakewood HA Elevators          | Lakewood HA                   | Habitech             | \$574,000   | January 2022   |
| NJDOT Salt Storage Bldg        | State of NJ                   | NV5                  | \$3,137,000 | December 2021  |
| Brigantine School Kitchen      | Brigantine BOE                | Spiezle              | \$937,000   | December 2021  |
| Lawrence ES Renov              | Lawrence BOE                  | Spiezle              | \$27,000    | September 2021 |
| Ocean County Admin             | Ocean County                  | Yezzi Associates     | \$150,000   | September 2021 |
| Renovation                     |                               |                      |             | A              |
| Rowan Sewell                   | Rowan                         | Blackney Hayes       | \$2,530,000 | September 2021 |
| Gloucester Schools             | Gloucester Schools            | Pennoni              | \$230,000   | August 2021    |
| Roscoe Hall                    | TCNJ                          | Parrette Somjen      | \$142,000   | August 2021    |
| TCNJ Kendall Hall              | TCNJ                          | Lammey & Giorgio     | \$97,000    | August 2021    |
| Willingboro Library<br>Soffits | Twp of Willingboro            | Remington & Vernick  | \$160,000   | February 2021  |
| Fair Share Rec Center          | Fair Share Housing<br>Develop | Joe Scanlon          | \$2,100,000 | January 2021   |

| NJ MVC Renovations       | State of NJ        | NV5                                   | \$384,000     | January 2021   |
|--------------------------|--------------------|---------------------------------------|---------------|----------------|
| Mercer County Stables    | County of Mercer   | Pickel Architects                     | \$856,000     | January 2021   |
| Addition                 |                    |                                       |               | Ť              |
| Gibson House             | Evesham Twp        | Settembrino Arch                      | \$400,000     | March 2021     |
| Renovations              | _                  |                                       | ·             |                |
| TCNJ Kitchen Renovation  | TCNJ               | Parrette Somjen                       | \$107,000     | March 2021     |
| TCNJ Aggregate Storage   | TCNJ               | TCNJ                                  | \$74,000      | February 2021  |
| Camden Community         | City of Camden     | PS&S                                  | \$397,000     | February 2021  |
| Center                   |                    |                                       |               |                |
| Rowan Sewell             | Rowan              | Blackney Hayes                        | \$2,530,000   | February 2021  |
| Mt. Laurel MUA Roofing   | Mt. Laurel MUA     | Alaimo                                | \$360,000     | January 2021   |
| Northstar Vets           | Northstar Vets     | Jeff Grogan                           | \$2,130,000   | December 2020  |
| Mercer County College 1  | Mercer County      | Clark Caton Hintz                     | \$3,197,000   | September 2020 |
| Stop                     | College            |                                       |               |                |
| New Sharon Woods Crawl   | Fair Share Housing | Lammey & Giorgio                      | \$500,000     | September 2020 |
| Space                    | Devel.             |                                       |               |                |
| Ocean County Justice     | County of Ocean    | Yezzi Architects                      | \$87,000      | September 2020 |
| Tunnel                   |                    |                                       |               |                |
| Ocean County Lake        | County of Ocean    | Yezzi Architects                      | \$496,000     | September 2020 |
| Shenandoah               |                    |                                       |               |                |
| West Windsor ES Toilet   | West Windsor BOE   | FVHD PC                               | \$1,577,000   | September 2020 |
| Rooms .                  |                    |                                       |               |                |
| Burlington Twp HS Office | Burlington Twp BOE | New Road                              | \$640,000     | August 2020    |
| Renovation               |                    |                                       |               |                |
| Bridgeton BOE Elevator   | Bridgeton BOE      | MMPF                                  | \$147,000     | August 2020    |
| Endeavor School          | N. Hanover Schools | P.W. Moss                             | \$325,000     | August 2020    |
| Renovations              |                    |                                       |               |                |
| Hightstown ES            | East Windsor BOE   | SSP Architects                        | \$317,000     | August 2020    |
| Ocean County Justice     | County of Ocean    | Yezzi Architects                      | \$87,000      | August 2020    |
| Tunnel                   | OTD / C            |                                       |               |                |
| ACY Restaurants          | OHM Group          | Vocon                                 | \$1,937,000   | August 2020    |
| Burlco Res Cons Center   | Burlington County  | DLM Architects                        | \$2,294,000   | April 2020     |
| Camden County Forrest    | Camden County      | Bach Associates                       | \$2,200,000   | February 2020  |
| Hall                     |                    |                                       |               |                |
| Mt Laurel MUA            | Mt Laurel MUA      | Alaimo                                | \$565,000     | December 2019  |
| Renovations              |                    |                                       |               |                |
| Camden Cty Forrest       | Camden Cty         | Bach                                  | \$2,244,000   | February 2020  |
| Hall                     |                    |                                       |               |                |
| TCNJ STEM Ph 3           | TCNJ               | EYP                                   | \$3,865,000   | December 2019  |
| Rutgers Kite & Key       | Rutgers University | SOSH Architects                       | \$140,000     | July 2018      |
| Camden County            | Camden County      | Radey Associates                      | \$400,000     | June 2018      |
| Boathouse                | Carria County      | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Ψ100,000      | 34110 2010     |
| -                        | Our Lady of Good   | Lammar & Ciarria                      | \$400,000     | Trans 2019     |
| 1                        | •                  | Lammey & Giorgio                      | \$400,000     | June 2018      |
| Counsel Church           | Counsel Church     |                                       |               |                |
| Addition                 |                    | X 00 G                                | #0.00 T 0.0 T | <b>+</b> -0.4  |
| Mt. Laurel Animal        | Mt. Laurel Animal  | Jeff Grogan                           | \$3,905,000   | June 2018      |
| Hospital Addition        | Hospital           |                                       |               |                |
| TCNJ STEM Phase 2        | TCNJ               | EYP                                   | \$4,630,000   | September 2019 |
| Moorestown HS            | Moorestown BOE     | Garrison Architects                   | \$327,000     | August 2019    |

| Security Vestibule                             |   |                            |             |                |
|--|---|----------------------------|-------------|----------------|
| Rider University renovations                   | Rider University                          | Spiezle                    | \$7,830,000 | August 2019    |
| Lindenwold MS<br>Renovations                   | Lindenwold BOE                            | Reagan Young               | \$1,065,000 | August 2019    |
| Cherry Hill ES<br>Vestibules                   | Cherry Hill BOE                           | Becica Associates          | \$527,000   | May 2019       |
| Rowan Ballroom                                 | Rowan University                          | R2Architects               | \$296,000   | May 2019       |
| Camden Aquarium                                | Herschend                                 | Bach Assoc                 | \$210,000   | June 2019      |
| Cherokee HS ADA<br>Ramp                        | Lenape BOE                                | Design Collaborative       | \$112,000   | June 2019      |
| Jagger's Point Restroom<br>Building            | State of NJ                               | Stonewater<br>Architecture | \$563,000   | June 2019      |
| Tom's River Youth<br>Center Renovations        | Tom's River                               | Musial Group               | \$330,000   | August 2018    |
| Ocean County Jail                              | County of Ocean                           | Yezzi Associates           | \$3,777,000 | August 2018    |
| TCNJ Trenton Hall<br>Water Infiltration        | TCNJ                                      | Parette Somjen             | \$367,000   | August 2018    |
| Lakehurst School                               | Lakehurst BOE                             | Spiezle                    | \$97,000    | August 2018    |
| Rutgers Student Center<br>Restrooms            | Rutgers University                        | JZA+D                      | \$254,000   | August 2018    |
| TCNJ Biology Bldg<br>Water Infiltration Repair | TCNJ                                      | Settembrino Group          | \$152,000   | August 2018    |
| Woodlynne ES<br>Renovations                    | Woodlynne BOE                             | Garrison Architects        | \$489,000   | August 2018    |
| Winslow ES Food<br>Service Equipment           | Winslow BOE                               | Garrison Architects        | \$437,000   | June 2018      |
| MCC ES Bldg                                    | MCC                                       | Spiezle                    | \$1,400,000 | January 2018   |
| Kingsway Plaza<br>Renovations                  | Kingsway Plaza                            | Anchor Point Architects    | \$200,000   | January 218    |
| Camden County Bail<br>Reform Office            | Camden County                             | Anchor Point Architects    | \$377,000   | January 2018   |
| Pine Valley Borough<br>Hall Renovations        | Pine Valley                               | Townsend Architecture      | \$124,000   | January 2018   |
| Rowan James Hall Suite<br>Renovation           | Rowan University                          | R2A Architects             | \$81,000    | January 2018   |
| Bellmawr Direct Connection Housing Project     | Bellmawr Mutual<br>Housing<br>Corporation | Bach Associates            | \$4,038,000 | December 2017  |
| TCNJ CAPS Office<br>Renovation                 | The College of NJ                         | FVHD PC                    | \$1,042,000 | August 2017    |
| Middletown Schools<br>Elevator Modernization   | Middletown Public<br>Schools              | Spiezle                    | \$347,000   | August 2017    |
| Atlantic County Animal<br>Shelter              | County of Atlantic                        | CB Architects              | \$540,000   | September 2017 |
| Burlington County                              | County of                                 | Joseph F. McKernan         | \$694,000   | September 2017 |

| Animal Shelter Building Addition                           | Burlington  | Architects  |             |                |
|--|---|---|-------------|----------------|
| Trenton Mercer Airport Baggage Claim Building              | County of Mercer  | Urban Engineers   | \$892,000   | November 2017  |
| TCNJ Parking Garage<br>Fencing                             | The College of NJ   | Environetics  | \$450,000   | August 2017    |
| MCCC ES Bldg<br>Addition                                   | Mercer County<br>College  | Spiezle Architects  | \$1,198,000 | August 2017    |
| Bellmawr Batting Cage<br>Building                          | Borough of<br>Bellmawr  | Garrison Architects   | \$564,000   | June 2017      |
| Burlington County IT<br>Center                             | County of<br>Burlington   | John F. McKernan<br>Architects  | \$480,000   | June 2017      |
| Collingswood Roberts Pool Concession Stand                 | Borough of Collingswood   | Remington & Vernick   | \$560,000   | May 2017       |
| Cinnaminson Sewerage<br>Authority                          | Cinnaminson Sewerage Authority  | Alaimo Group  | \$570,000   | March 2017     |
| Rowan University Gym<br>Lockers                            | Rowan University<br>201 Mullica Hill<br>Road<br>Glassboro, NJ                       | JZA+D   | \$164,000   | January 2017   |
| Atlantic City Airport Passenger Boarding Bridge 4          | So. Jersey Transp. Auth. 1301 Bacharach Blvd. Atlantic City, NJ 08401               | T and M Associates 11 Tindall Road Middletown, NJ 07748 (732) 671-7400      | \$1,137,000 | November 2017  |
| TCNJ Roscoe Hall<br>Global Engagement<br>Center Renovation | TCNJ William Rudeau 2000 Pennington Road Ewing, NJ 609-771-3315                     | FVHD John Veisz 1515 Lower Ferry Road Trenton, NJ 609-883-7101              | \$292,000   | September 2016 |
| Mercer County College<br>Stairwell Renovations             | MCC<br>Brian Marshall<br>1200 Old Trenton<br>Rd<br>West Windsor, NJ<br>609-586-3523 | Spiezle<br>John Wright<br>120 Sanhican Drive<br>Trenton, NJ<br>609-695-7400 | \$234,000   | August 2016    |
| Mercer County College<br>Classroom Renovations             | MCC Brian Marshall 1200 Old Trenton Rd West Windsor, NJ 609-586-3523                | Spiezle<br>John Wright<br>120 Sanhican Drive<br>Trenton, NJ<br>609-695-7400 | \$1,688,000 | August 2016    |
| Moorestown HS Interior<br>Renovations                      | Moorestown BOE<br>Jim McCleary<br>Bridgeboro Road                                   | Garrison Architects Brooks Garrison 713 Creek Road                          | \$706,000   | August 2016    |



04/26/2023 04/25/2025

Registration Date: Expiration Date:

### 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:

JW Poole Inc

Responsible Representative(s):

Joseph W Poole IV, Vice-President

Responsible Representative(s):

Joseph W Poole, President Mary Poole, Secretary

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

NON TRANSFERABLE

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

| h. |  |  |  |
|----|--|--|--|
|    |  |  |  |
|    |  |  |  |
|    |  |  |  |

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

SEACKCROUMDFANDSMOID HESE SECURITY SPEATURES THE FASTEVERIES ACTURES IN

THIS IS TO CERTIFY THAT THE Board of Examiners of HVACR Contractors

HAS LICENSED

Joseph W. Poole III 15 Butcher Road Monroe Township NJ 08831

FOR PRACTICE IN NEW JERSEY AS A(N): Master HVACR Contractor

05/10/2022 TO 06/30/2024

VALID

19HC00120000 LICENSE/REGISTRATION/CERTIFICATION #

MANA

PLEASE DETACH HERE

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

PLEASE NOTIFY:
Board of Examiners of HVACR Contract
P.O. Box 47031

Newark, NJ 87101

-PLEASE DETACH HERE-

...

icensee/Registrant/Certificate Holder

|  |  | :<br>:<br>: |
|--|--|-------------|
|  |  |             |
|  |  | :           |
|  |  |             |
|  |  |             |
|  |  | :           |
|  |  |             |
|  |  |             |
|  |  |             |



### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

J.W. POOLE, INC.

Trade Name:

Address:

15 BUTCHER ROAD

MONROE TWP., NJ 08831

Certificate Number:

0097674

**Effective Date:** 

July 31, 1989

Date of Issuance:

May 27, 2010

For Office Use Only:

20100527114321192

STATE OF NEW JERSEY

SALES TAX CERTIFICATE OF AUTHORITY
THE NEW JERSEY SALES AND USE TAX ACT (C. 36, L. 1966)
DIVISION OF TAXATION
TRENTON, NEW JERSEY 08645

The person, partnership or corporation named below is hereby authorized to collect sales taxes pursuant to the New Jersey Sales and Use Tax Act. This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.

J.W. POOLE, INC. 191 BUTCHER RD HIGHTSTOWN NJ 08520

Tax Registration No. 222-982-185/000

Sales Tax Effective Date 06-20-89 Document Locator No. B0000217255 Date Issued 08-01-89

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

ST-2 (4-53, R-3)

(See reverse side)

|  |  | : |
|--|--|---|
|  |  |   |
|  |  | : |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |



03/01/2023 02/28/2025

Registration Date: Expiration Date:

### 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:

M.R. Electric, LLO

Responsible Representative(s):

Michael Reedy, Managing Member

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

NON TRANSFERABLE

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

|  |  | : |
|--|--|---|
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |
|  |  |   |

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED

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

THIS IS TO CERTIFY THAT THE

Board of Examiners of Electrical Contractors

HAS LICENSED

MR ELECTRIC LLC MICHAEL REEDY 6 Victoria Court Mount Laurel NJ 08054

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

02/05/2021 TO 03/31/2024

34EB01332300
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

MICHAEL REEDY 6 Victoria Ct. Mount Laurel NJ 08054

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

02/05/2021 TO 03/31/2024

VALID 4

Signature of Licepsee/Begistrant/Certificate/Holder

34EI01332300

LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

BUSINESS REGISTRATION CERTIFICATE BUSINESS REGISTRATION CERTIFICATE STATE OF NEW JERSEY

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

TAXPAYER NAME:

M.R. ELECTRIC LLC

ADDRESS:

SEQUENCE NUMBER:

1396009

TRADE NAME:

6 VICTORIA COURT MOUNT LAUREL NJ 08054-3127 EFFECTIVE DATE:

03/11/08

05/21/15

SSUANCE DATE:

Director
New Jarsey Division of Ravenue

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

Certificate of Authority STATE OF NEW JERSEY

DIVISION OF TAXATION TRENTON; N J (2885)

The person, parinership or corporation named below is hereby authorized to collect.

NEW JERSEY SALES & USE TAX

pursuant to.N. J.S. A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the focation specified herein. This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Ta

Tax Registration No.: XXX-XXX-821/000

Tax Effective Date: 06-22-15

Demis Spiller

M.R. ELECTRIC LLC

6 VICTORIA COURT MOUNT LAUREL NJ 08054-3127

Document Locator No.: C0000341165

Date Issued: 06-22-15

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

|  |  |  | · |
|--|--|--|---|
|  |  |  |   |
|  |  |  | : |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |
|  |  |  |   |