

**REVISED2 BID PROPOSAL**  
*FOR THE*  
**Proposed**  
**Construction of**  
**New MCMS Edison Magnet School**  
*for the*  
**Middlesex County Magnet Schools Board of Education**  
Edison, Middlesex County, New Jersey

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The following items must be included in the Bid:

- ☒ Bid Proposal Form: Section C.1 and C.2
  - ☒ Statement of Bidder Qualifications, Including:
    - ☒ Performance Record
    - ☒ Certification Statement
    - ☒ Compliance with New Jersey Prevailing Wage Act
  - ☒ Statement of Ownership
  - ☒ Non-Collusion Affidavit
  - ☒ Certificate of Insurance Statement
  - ☒ Affidavit Regarding List Of Debarred, Suspended Or Disqualified Bidders
  - ☒ Affirmative Action Questionnaire
  - ☒ Certification of No Material Change of Circumstances
  - ☒ Acknowledgement of Addenda
  - ☒ Bidder's Certification of Qualifications and Credentials (bidder and named subcontractors)
  - ☒ ADA Acknowledgement
  - ☒ Equipment Certification
  - ☒ Consent of Surety (Bonding Company's "Guarantee Certificate")
- ☒ Bid Security\*
- ☒ State of New Jersey DPMC "Notice of Classification" Affidavit\* (bidder and named subcontractors)
- ☒ State of New Jersey DPMC "Uncompleted Contracts" Affidavit or aggregate rating certification\* (bidder and named subcontractors)
- ☒ Copy of professional licenses\*
- ☒ Project Labor Agreement
- ☒ All contractors are asked to provide their entire bid package (sections C-1 and C-2, as well as all backup documentation) in PDF format on a USB stick. The hard copy bid documentation and back-up is considered as the official bid; the electronic format is for administrative convenience only. Only the hard copy documents will be reviewed for consideration; presence or absence of any required documents or forms from the PDF will not be considered a material defect in the submission of the bid.

The following are requested with the bid, but are required prior to contract award:

- ☒ State of New Jersey "Public Works Contractor Registration Certificate"\* (bidder and named subcontractors)
- ☒ Business Registration Certificate issued by the Department of Treasury, Division of Revenue (bidder and named subcontractors)
- ☒ Certification of Non-Debarment for Federal Government Contracts
- ☒ C. 271 Political Contribution Disclosure Form
- ☒ Lowest Bidder Prevailing Wage Certification (to be completed after bid, if required)

After notice of award, but prior to signing the Agreement, the successful Bidder shall provide:  
Complete Form AA-201

By submitting this Bid, the Bidder also acknowledges that he has reviewed the following:

- ☒ Contract Documents, the Site, local conditions and laws that may affect cost, progress or performance
- ☒ Maintenance, Performance and Payment Bond Requirements
- ☒ Proposed Agreement

Benard Associates, Inc.                      Edison Magnet School  
Name of Company                      Contract for

\* indicates document required but not included in bid proposal form.

**SECTION C – REVISED2 BID PROPOSAL FORM**

**GENERAL NOTE TO ALL BIDDERS:** Proposals shall be submitted upon the detached Bid Proposal Form, or a copy thereof, as furnished by the Architect. Bid Proposal Forms shall be completely filled out and submitted in compliance with the Bidding Documents. Please attach a business card and submit this proposal to:

Middlesex County Magnet Schools  
112 Rues Lane  
East Brunswick, NJ 08816

Company: Benard Associates, Inc.  
Address: 321 Hamburg Turnpike  
Wayne, NJ 07470  
Phone: 973-942-4500  
Fax: 973-942-4558  
E-Mail: ben@benardassociates.com  
Trade: General Contractor

DATE: 1-30-25

The undersigned, having visited the site and carefully examined the full set of Bidding Documents, as well as the Contract Specifications, including any and all of the Addenda enumerated herein and issued prior to the bidding date, along with the complete set of **Contract Drawings numbered 1 through 351** for:

the Proposed  
**Construction of  
New MCMS Edison Magnet School  
Comm# 23-8940**

hereby proposes to furnish all materials, labor, equipment and systems required to complete all Work required of the Contract Documents for the sum(s) stipulated below:

**BID PROPOSALS:**

**OVERALL BID:**

| BASE BID A-1 | SINGLE OVERALL LUMP SUM BID – ALL TRADES |
|--------------|------------------------------------------|
|--------------|------------------------------------------|

*State the lump sum price for all necessary work to implement the addition and alterations of the Middlesex County Edison Magnet School, including all associated and related work and all specified contract allowances, as outlined in the plans and specifications.*

Forty Seven Million One hundred ninety Three Thousand  
Dollars

\$ 47,193,000 .<sup>00</sup>

| State the breakdown per Building Area ** |                  |
|------------------------------------------|------------------|
| BUILDING AREA 'AB'                       | \$ 33,919,000.00 |
| BUILDING AREA 'C'                        | \$ 13,214,000.00 |

**\*\* Note: Base Bid prices must be divided between the two building areas, such that the total value entered for the two areas must equal the bid price. This division of costs between the trades is for accounting and budgeting purposes only; bids will be considered based on the combined total for base bid only, and not on the per-area breakdown. It is therefore the contractor's discretion in how best to allocate costs for the building areas.**

Proposed subcontractors must be approved by the State of New Jersey to bid school construction projects. The following paperwork required of the Prime Contractor shall also be submitted with this bid for each subcontractor: Notice of Classification, Uncompleted Contracts Affidavit, and Certificate of Registration, and any required licenses. One Bid Bond for the entire project is acceptable. If no subcontractor will be used, state "prime contractor" in the applicable space(s) below so that it is clear whether the prime contractor or a subcontractor will be performing the work in each of the listed trades. In this case, the Prime Contractor must have applicable Notice of Classification and Certificate of Registration for that trade.

Bidders are advised that they must include at the time of bid, contractors with classifications in Structural Steel (C029), Plumbing (C030), HVACR (C032), and Electrical (C047).

These classifications may be satisfied by either the prime contractor or subcontractors, but in any cases, contractors satisfying each classification MUST be each represented within this bid:

| Subcontractor List:                                                                                                 | State all subcontractors who will be used on this Project. |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Structural Steel<br>C029                                                                                            | Sparta Steel                                               |
| Plumbing:<br>C030                                                                                                   | Brooks Mechanical                                          |
| HVACR<br>C032                                                                                                       | DeSesa Engineering                                         |
| Electrical:<br>C047                                                                                                 | Scout Electric                                             |
| FAILURE TO PROVIDE SUBCONTRACTOR NAMES AND DOCUMENTATION IN EACH CATEGORY ABOVE MAY BE CAUSE FOR BID TO BE REJECTED |                                                            |

#### ALLOWANCES:

- The Architect shall authorize any Work to be performed with allowances prior to the execution of the Work.
- Should the cost of the specified Work be more than the allowance, the Owner will pay the added cost. Should the cost of the specified Work be less than the allowance, then the Contractor shall credit the Owner the full remaining balance.
- Refer to Section 012100 "Allowances" for additional information.

MIDDLESEX COUNTY MAGNET SCHOOLS  
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940  
Addendum #3: January 16, 2025

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Allowance GC-1                                                   | General Repair and Building Allowance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 150,000                                                       |
| Allowance GC-2                                                   | Permit Allowance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 50,000                                                        |
| Allowance GC-3                                                   | General Security and Technology Allowance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 100,000                                                       |
| Allowance GC-4                                                   | <p>Subgrade Reconstruction for 1,000 CY<br/>Unit Price per Cubic Yard \$ <u>125.00</u> /CY</p> <p>Price to include all work necessary and incidental to<br/>1. Excavation and offsite disposal of unsuitable materials,<br/>2. Import of clean stone, and<br/>3. Placement of imported stone to replace unsuitable materials in accordance with plans and specification section 312000 Earth Moving.</p> <p><i>Bidder shall provide a unit price for 1 cubic yard of subgrade reconstruction. Total allowance price to be derived by multiplying bidder's listed unit price x 1,000 CY.</i></p> | <p>Total \$ <u>125,000.00</u></p> <p>(Unit Price x 1,000 CY)</p> |
| Allowance GC-5                                                   | <p>Utility Trenching and Repair Allowance for 800 LF<br/>Unit Price per Linear Feet \$ <u>65.00</u> /LF</p> <p>Price shall include all work necessary and incidental to sawcut and trench existing parking lot, install (qty 4) 4" conduits, and fill / compact / and patch bituminous pavement in accordance with detail on Sheet C605.</p> <p><i>Bidder shall provide a unit price for 1 linear feet of trenching / repair. Total allowance price to be derived by multiplying bidder's listed unit price x 800 LF.</i></p>                                                                   | <p>Total \$ <u>52,000.00</u></p> <p>(Unit Price x 800 LF)</p>    |
| Allowance GC-6                                                   | <p>Utility Pullbox Allowance for 8 units<br/>Unit Price per pullbox \$ <u>500.00</u> /per unit</p> <p>Price shall include all work necessary and incidental to install one pullbox for utility access in a parking lot.</p> <p><i>Bidder shall provide a unit price for installation of 1 unit. Total allowance price to be derived by multiplying bidder's listed unit price x 8 units.</i></p>                                                                                                                                                                                                | <p>Total \$ <u>4,000.00</u></p> <p>(Unit Price x 8 units)</p>    |
| Allowance GC-7                                                   | <p>Rock Removal Allowance for 100 Tons<br/>Unit Price per ton \$ <u>116.00</u> /per ton</p> <p>Price shall include all work necessary and incidental to remove and dispose of rock as defined in Specification 312000 1.4.I.</p> <p><i>Bidder shall provide a unit price for removal of 1-ton of rock. Total allowance price to be derived by multiplying bidder's listed unit price x 100 tons.</i></p>                                                                                                                                                                                        | <p>Total \$ <u>11,600.00</u></p> <p>(Unit Price x 100 tons)</p>  |
| The Overall Contract Bid shall include all the above allowances. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |

ALTERNATE BIDS:

|                   |                                               |
|-------------------|-----------------------------------------------|
| ALTERNATE BID A-1 | PROVIDE ACOUSTICAL METAL PANELING AT STAIR S3 |
|-------------------|-----------------------------------------------|

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to furnish and install the acoustical metal panel assembly in stair #3 as shown on Detail 5/1304; as shown on the plans and specifications.

ADD Fifty Nine Thousand----- Dollars

ADD \$ 59,000.00

|                   |                                                              |
|-------------------|--------------------------------------------------------------|
| ALTERNATE BID A-2 | Add Exterior Integral Paver / Concrete Logo at two locations |
|-------------------|--------------------------------------------------------------|

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to provide integral paver / concrete logo at the Secondary and Student Entrances; as shown on the plans and specifications.

ADD Eighty Nine Thousand----- Dollars

ADD \$ 89,000.00

|                   |                                           |
|-------------------|-------------------------------------------|
| ALTERNATE BID A-3 | Add acoustical Ceiling Panels in Room 106 |
|-------------------|-------------------------------------------|

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to furnish and install acoustical ceiling panels in room 106 as indicated on detail 2/A440; as shown on the plans and specifications.

ADD Thirty Two Thousand----- Dollars

ADD \$ 32,000.00

|                   |                                                                               |
|-------------------|-------------------------------------------------------------------------------|
| ALTERNATE BID A-4 | Add television grid wall and associated technology and controls at Lobby 100B |
|-------------------|-------------------------------------------------------------------------------|

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to install television grid wall in Lobby 100B; as shown on the plans and specifications.

ADD Sixty seven Thousand----- Dollars

ADD \$ 67,000.00

|                   |                                                          |
|-------------------|----------------------------------------------------------|
| ALTERNATE BID A-5 | Change Floor finish at all Toilet Rooms from CT-1 to E-1 |
|-------------------|----------------------------------------------------------|

State the overall lump sum price to be ADDED or DEDUCTED to / from the Base Bid for all work necessary to change floor finish of all toilet rooms from CT-1 to E-1; as shown on the plans and specifications.

DEDUCT Seven Thousand----- Dollars

~~XXXX~~ DEDUCT \$ -7,000.00

|                   |                                                                |
|-------------------|----------------------------------------------------------------|
| ALTERNATE BID A-6 | Change Floor finish at Stair S3 First Floor from CT-2 to LVT 7 |
|-------------------|----------------------------------------------------------------|

State the overall lump sum price to be ADDED or Deducted to/from the Base Bid for all work necessary to change floor finish at Stair S3 first floor from CT-2 to LVT-7; as shown on the plans and specifications.

DEDUCT Eight Thousand Eight Hundred----- Dollars

~~XXX/~~ DEDUCT \$ -8,800.00

|                   |                                                  |
|-------------------|--------------------------------------------------|
| ALTERNATE BID A-7 | Change Ceiling D7 at 100A and 200B from D7 to D1 |
|-------------------|--------------------------------------------------|

State the overall lump sum price to be ADDED or Deducted to/from the Base Bid for all work necessary to change ceiling at Vestibule 100A and 200B from D7 to D1; as shown on the plans and specifications.

DEDUCT Twenty Seven Thousand----- Dollars

~~XXX/~~ DEDUCT \$ -27,000.00

|                   |                                                 |
|-------------------|-------------------------------------------------|
| ALTERNATE BID A-9 | Add Aluminized Roof Coating to C1, C2A, and C2B |
|-------------------|-------------------------------------------------|

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to add the aluminized roof coating (Pyramic Roof Coating) to Roof Systems C1, C2A, and C2B; as shown on the plans and specifications.

ADD Three Hundred Thirty Three Thousand----- Dollars

ADD \$ 333,000.00

|                   |                                                           |
|-------------------|-----------------------------------------------------------|
| ALTERNATE BID A-9 | Provide VR Headset Storage and Sanitation Cabinet EQ-VR-1 |
|-------------------|-----------------------------------------------------------|

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to furnish and install VR Headset Storage and Sanitation Cabinet (Equipment EQ-VR-1); as shown on the plans and specifications.

ADD Sixty Six Hundred----- Dollars

ADD \$ 6,600.00

MIDDLESEX COUNTY MAGNET SCHOOLS  
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

**GENERAL CONSTRUCTION UNIT PRICES**

|      |                                                                                 |                         |
|------|---------------------------------------------------------------------------------|-------------------------|
| UP-1 | Provide one additional Data Outlet (assuming a 175' run from an IDF/MDF closet) | \$ <u>150.00</u> / Unit |
| UP-2 | Provide one additional Duplex Receptacle (assuming a 25' wire run)              | \$ <u>460.00</u> / Unit |
| UP-3 | Provide one additional exit sign Type 'EX'                                      | \$ <u>650.00</u> / Unit |
| UP-4 | Provide one additional Manual Fire Alarm Pull Station                           | \$ <u>500.00</u> / Unit |
| UP-5 | Provide 6" County Concrete Curb at full depth per detail on sheet C601          | \$ <u>32.00</u> / LF    |
| UP-6 | Provide sidewalk at full depth per detail on sheet C601                         | \$ <u>10.50</u> / SF    |

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**ADDENDA:**

The Bidder hereby acknowledges the receipt of the following Addenda and Bulletins to the Specifications and Drawings.

Addendum # 1 dated Dec. 11 2024 Addendum # 3 dated 1-16 2025

Addendum # 2 dated Jan. 6 2025 Addendum # 4 dated 1-21 2025

☐ No Addendum

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**SCHEDULE REQUIREMENTS:**

The Bidder hereby affirms that all Work embodied within this Contract will be **Substantially Complete as described below**. The Contractor is advised that work on the Project site is not expected to **commence prior to March 1, 2025**.

Project milestones include the following:

|                                |                    |
|--------------------------------|--------------------|
| Mobilize                       | March 1, 2025      |
| Complete Site Clearing         | April 1, 2025      |
| Begin Footings and Foundations | April 21, 2025     |
| Turnover of Bookstore to GC    | June 2, 2025       |
| Complete Foundations @ AB      | July 11, 2025      |
| Begin Steel Erection           | July 14, 2025      |
| Complete Foundations @ C       | August 8, 2025     |
| Complete Steel Erection        | September 26, 2025 |
| HVAC Systems Running           | April 6, 2026      |
| Commissioning MEP              | July 20, 2026      |
| Receive TCO                    | August 7, 2026     |
| Final Completion               | September 1, 2026  |

Each Bidder agrees to include all necessary additional costs for storage, quick ship, or other related items, to meet the milestone and completion dates as outlined above. The Owner will not entertain additional cost proposals for

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| HVAC Systems Running           | April 6, 2026      |
| Commissioning MEP              | July 20, 2026      |
| Receive TCO                    | August 7, 2026     |
| Final Completion               | September 1, 2026  |

Each Bidder agrees to include all necessary additional costs for storage, quick ship, or other related items, to meet the milestone and completion dates as outlined above. The Owner will not entertain additional cost proposals for quick ship or storage charges; these costs are to be the Contractor's responsibility and included within each contractor's bid proposal.

Each Bidder agrees to provide all staff and equipment necessary, including additional crews or shifts as may be required to meet the completion and milestone dates as outlined above at no extra cost to the Owner.

All work embodied within this contract, including receipt of all closeout documentation and the completion of all punchlist work, must be completed no later than thirty days after the issuance of the punchlist.

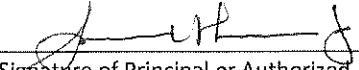
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### LIQUIDATED DAMAGES:

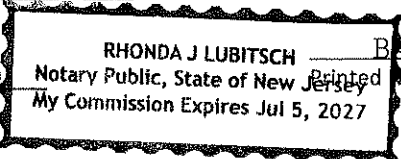
It is understood that the Completion Date and the above Milestone Dates are essential conditions of the Contract and that TIME IS OF THE ESSENCE for this project. The Contractor shall be subject to Liquidated Damaged in the amount of \$1,000 per day for each day that work is not completed beyond the required completion dates stipulated above.

I hereby certify that I have reviewed the accuracy of all calculations in the foregoing bid and there are no mathematical errors.

Sworn and subscribed to  
Before me this 28<sup>th</sup> day  
of January, 2025

  
Signature of Principal or Authorized Agent

  
Notary Public of  
My Commission expires

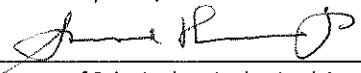
  
RHONDA J LUBITSCH  
Notary Public, State of New Jersey  
My Commission Expires Jul 5, 2027  
Benard Thomas, Jr.  
Printed Name of Principal or Authorized Agent

Submitted by:

Benard Associates, Inc.  
(Official / Legal Name of Business)

321 Hamburg Turnpike, Wayne NJ 07470 973-942-4500  
(Business Address)

973-942-4500  
(Business Telephone)

  
(Signature of Principal or Authorized Agent)

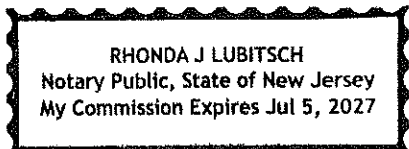
Benard Thomas, Jr.  
(Print Name of Principal or Authorized Agent)

Subscribed and sworn  
before me on this  
28<sup>th</sup> day of  
January in the  
year 2025

  
Notary Public of NJ

NOTARY SEAL:

END OF SECTION C.1

  
RHONDA J LUBITSCH  
Notary Public, State of New Jersey  
My Commission Expires Jul 5, 2027

Benard Thomas, JR. -

**SECTION C.2 – BID PROPOSAL FORM**

**STATEMENT OF BIDDER'S QUALIFICATIONS:**

*(To be completed and submitted by all Bidders)*

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Benard Associates, Inc  
(Name of Bidder)
2. 321 Hamburg Tpke, Wayne, NJ 07470  
(Permanent Main Office Address)
3. 1993  
(When Organized)
4. New Jersey  
(If a Corporation, where incorporated)
5. Number of years engaged in construction or contracting business under present firm or trade name: 32.
6. How many years experience in construction work has your organization had (a) As a general contractor? 32 (b) As a subcontractor? 0
7. What is the construction experience of the principal individuals of your organization?

| Individual's Name  | Present Position or Office | Yrs. Of Construction Experience | Magnitude & Type of Work | In What Capacity |
|--------------------|----------------------------|---------------------------------|--------------------------|------------------|
| Benard Thomas, Jr  | President                  | 65                              | GC - 30 million          | Proj. Manager    |
| Benard Thomas, III | Sr. Proj Spvr              | 42                              | GC - 30 million          | Proj. Manager    |
| Scott Thomas       | Sr. Proj Spvr              | 35                              | GC - 30 million          | Project Manager  |
|                    |                            |                                 |                          |                  |
|                    |                            |                                 |                          |                  |
|                    |                            |                                 |                          |                  |
|                    |                            |                                 |                          |                  |
|                    |                            |                                 |                          |                  |
|                    |                            |                                 |                          |                  |

8. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?

No

9. If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete.

N/A

10. Contracts on hand: (List gross amount of each Contract and the dates of Completion)

Park Ridge HS - \$6,083,067.00 - 11/2024

Littleton Elementary School - \$5,760,000.00 - 1/25

Central Elementary School - \$6,062,685.00 - 11/2024

11. General character of work performed by the Bidder: General Contractor

12. Has the Bidder ever failed to complete any awarded work? No

If so, where and why? \_\_\_\_\_

13. Has the Bidder ever defaulted on a Contract? No

If so, where and why? \_\_\_\_\_

14. Bidder shall list their most recently completed contracts, stating approximate gross cost for each and the month and year completed: \_\_\_\_\_

New Brunswick HS Gym Addition - \$5,990,000.00 5/24

Lafayette Estates School - \$13,643,000.00 - 8/23

USACE - Explosive Ordinance Facility - \$30,000,000.00 - 1/23

15. Experience in construction work similar in scope to this project: \_\_\_\_\_

Extensive experience

16. Has the Bidder had any material adverse changes from the trades as listed in NJ Notice of Classification within the last five (5) years? No If so, list prior classification: \_\_\_\_\_

17. Background and experience of the principal member of the Bidder's organization, including the officers:

**BENARD THOMAS JR 65 YEARS EXPERIENCE**

**BENARD THOMAS III 42 YEARS EXPERIENCE SCOTT THOMAS 35 YEARS EXPERIENCE**

18. Bank Reference: **BANK OF AMERICA 1005 HAMBURG TURNPIKE WAYNE NJ 07470**

19. Will the Bidder, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? **YES**

The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

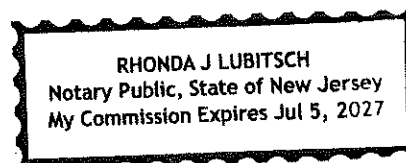
Dated this 28<sup>th</sup> day of January, 2025.

**BENARD ASSOCIATES INC**

\_\_\_\_\_  
(Official / Legal Name of Business)

[Signature]  
(Signature of Principal or Authorized Agent)

BENARD THOMAS JR  
(Print Name of Principal or Authorized Agent)



Subscribed and sworn

before me on this

28<sup>th</sup> day of  
January in the  
year 2025

[Signature]

Notary Public of NJ

My Commission expires

7/5, 2027

NOTARY SEAL:

**PERFORMANCE RECORD**

|                                          |              |  |  |  |  |  |  |  |
|------------------------------------------|--------------|--|--|--|--|--|--|--|
| Name of Owner                            | see attached |  |  |  |  |  |  |  |
| Name & Location of Project; Type of Work |              |  |  |  |  |  |  |  |
| Prime or Sub-cont.                       | prime        |  |  |  |  |  |  |  |
| Architect in Charge for Owner            |              |  |  |  |  |  |  |  |
| Contract Price                           |              |  |  |  |  |  |  |  |
| Date Complete                            |              |  |  |  |  |  |  |  |
| *Was Time Extension Necessary            | no           |  |  |  |  |  |  |  |
| *Were Any Penalties Imposed              | no           |  |  |  |  |  |  |  |
| *Were Liens Claims or Stop Notice Filed  | no           |  |  |  |  |  |  |  |

\* Explain "Yes" answers.

CURRENT PROJECTS:

| COMMITMENT PROJECTS                                                           |                                                 |                 |              |  |              |                    |
|-------------------------------------------------------------------------------|-------------------------------------------------|-----------------|--------------|--|--------------|--------------------|
| Owner                                                                         | Project Description                             | Architect/phone | Contract     |  | Bal to comp  | Date of Completion |
|                                                                               |                                                 |                 | Amount       |  |              |                    |
| Woodbridge Township BOE                                                       | Add/Alt to Lafayette Estates School             | Parette Somjen  | 13,643,000   |  | 0            | Aug-23             |
| East Hanover Twp Board of Ed<br>20 School Street<br>East Hanover, NJ 07936    | Classroom Additino at Central Elementary School | Parette Somjen  | 6,062,685.00 |  | \$67,156     | Nov-24             |
| Park Ridge Board of Education<br>85 Pascack Road<br>Park Ridge, NJ 07656      | Locker Room Addition at Park Ridge HS           | Parette Somjen  | 6,083,067.00 |  | \$180,100.00 | In progress        |
| Parsippany Board of Ed<br>292 Parsippany Road<br>Parsippany, NJ 07054         | New Pre K Classroom Addition at Littleton Elem. | Parette Somjen  | 5,760,000.00 |  | \$62,319.00  | In progress        |
| New Brunswick Public Schools<br>268 Baldwin Street<br>New Brunswick, NJ 08901 | New Auxiliary Gym at New Brunswick HS           | DMR Architects  | 5,990,000.00 |  | 0.00         | May-24             |

PREVIOUS WORK EXPERIENCE: GENERAL CONTRACTOR ON ALL PROJECTS

Approx. 25% to 35% completed by BA forces

| Owner                                                                         | Project Description                  | Architect/CM                                                                  | Contract Amount              | Completion Date        |
|-------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------|------------------------------|------------------------|
| Northern Valley Regional HS District<br>162 Knickerbaker Rd, Demarest NJ      | Rich Dorow<br>201 768-2200           | Ronald Schmidt & Assoc.<br>201 567-5005                                       | 7.5 mill                     | Dec. 2003              |
| Ramapo Indian Hills Regional<br>131 Yawpo Ave, Oakland NJ                     | 201 416-8100                         | Seyffer & Sklar<br>201 493-8899                                               | 9.2 mill                     | Feb. 2004              |
| Ramapo Indian Hills Regional<br>High School District                          | 201 416-8100                         | Seyffer & Sklar<br>201 493-8899                                               | 1.8 mill                     | August 2004            |
| Riverdale Board of Education                                                  | 201 416-8100                         | Seyffer & Koch                                                                | 3.9 mill                     | May 2005               |
| 52 Newark Pompton Tpke, Riverdale NJ                                          | 973 839-1300                         | 201 493-8899                                                                  | 3.3 mill                     | Sept. 2005             |
| Mendham Township BOE<br>West Main St, Brookside, NJ                           | Christine Johnson<br>973 543-7107    | The Prisco Group<br>609 803-2100                                              | 3.4 mill                     | Sept. 2005             |
| Mendham Township BOE<br>West Main St, Brookside, NJ                           | Christine Johnson<br>973 543-7107    | The Prisco Group<br>609 803-2100                                              | 3.2 mill                     | August 2006            |
| Christian Health Care Center<br>301 Sicomac Ave, Wyckoff NJ                   | Douglas Struyk<br>201 848-5200       | LAN Associates<br>201 447-6400                                                | \$19,939,000<br>\$20,782,715 | 9/06<br>11/06          |
| Morris Hills Regional School District<br>48 Knoll Dr, Rockaway, NJ            | Steven Ternosky<br>973 664-2277      | SSP Arch Group (908) 725-7800<br>CM: Turner Const. (201) 599-7200             | \$19,955,800<br>\$21,209,951 | Sept. 2007             |
| River Dell Regional Board of Ed<br>230 Woodland Ave, River Edge, NJ           | Tom Bonfiglio<br>201 599-7204        | SSP Arch Group (908) 725-7800<br>CM: Turner Const. (201) 599-7200             | 5.8 million                  | Feb. 2008              |
| NJ Meadowlands Commission<br>1 DeKorte Park Plaza, Lyndhurst NJ               | Ralph Venturini<br>201 460-4639      | Fredric Rosen, Arch<br>201 641-1411                                           |                              |                        |
| Parsippany/Troy Hills BOE<br>292 Parsippany Rd, Parsippany NJ                 | Marlene Wendolowski<br>973 263-7200  | Paratte Somjen Archs (973) 586-2400<br>CM: Gilbane Building Co (973) 316-4600 | \$12,250,500<br>\$13,109,366 | 8/31/2008<br>9/10/2008 |
| St. Pius X Church<br>24 Changebridge Rd, Montville NJ                         | Father Joe Garbarino<br>973 335-2894 | James Hundt Arch.<br>518 371-0832                                             | 3 mill                       | Aug. 2008              |
| County of Bergen/Dept. of Public Works<br>One Bergen Cty Plaza, Hackensack NJ | John Cascone<br>201 336-6800         | DMR Architects - (201) 288-2600<br>CM: Imperial Cons. (908) 354-7400          | \$12,689,523<br>12,770,390   | Jun-10                 |
| US Army Corps of Engineers<br>26 Federal Plaza, NY NY                         | Kenneth Durr<br>917 790-6266         | Jacobs Engineering<br>571 218-1000                                            | \$15,764,000<br>\$18,187,705 | Apr-11<br>Sep-11       |

BENARD ASSOCIATES, INC.  
321 TURNPIKE, WAYNE, NJ 07470  
973 942-4500

PREVIOUS WORK EXPERIENCE: GENERAL CONTRACTOR ON ALL PROJECTS

Approx. 25% to 35% completed by BA forces

| Owner                                                              | Project Description                                             | Architect/CM                                                                                                    | Contract Amount | Completion Date          |
|--------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------|--------------------------|
| US Army Corps of Engineers<br>26 Federal Plaza, NY NY              | Middle School Addition/Alteration<br>West Point, NY             | Woodpert<br>314 436-0865                                                                                        | 26 million      | 5/1/2014                 |
| US Army Corps of Engineers<br>26 Federal Plaza, NY NY              | Ballistic Evaluation Center, Phase III<br>Picatinny Arsenal, NJ | Jacobs Engineering<br>571 218-1000                                                                              | 7.2 million     | Jun-15                   |
| Passaic County Technical Institute<br>45 Reinhardt Road, Wayne, NJ | New H Wing Addition<br>Wayne NJ                                 | A&A Const Mgmt Joe Clarizio<br>973-882-2622                                                                     | 5.8 million     | Jul-15                   |
| William Paterson University<br>300 Pompton Road, Wayne NJ          | Renovations To Hunziker Hall & Wing<br>Wayne NJ                 | Coppa Montalbano 973 890-8989<br>NK Archs. Rob Harker 973 532-7755<br>Turner Const. Jon Santangelo 732 539-3598 | 25 million      | Aug-18<br>completed 2/18 |
| Goshen Central School District<br>227 Main Street, Goshen NY       | Add/Renov to Goshen High School<br>Goshen NY                    | LAN Associates<br>Matt Milnanow 845 615-0350                                                                    | 14 million      | Jul-19                   |
| Emerson Board of Education<br>133 Main St., Emerson NJ             | Add/Renov to Emerson Memorial Elementary<br>Emerson NJ          | Environetics Group                                                                                              | 7.8 mill        | Oct-20                   |
| US Army Corps of Engineers<br>Bldg 319, Picatinny Arsenal NJ       | Explosive Ordnance Disposal Facility<br>Picatinny NJ            | Mason & Hanger                                                                                                  | 30 mill         | 22-Nov                   |

Benard Associates generally performs its own site work, demo, concrete, masonry, carpentry and drywall

**CERTIFICATION STATEMENT:**

*(to be completed by all Bidders)*

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experience, liens, claims and notices filed against contracts listed in preceding item "Performance Record".

Benard Associates has completed all of its projects. There have been no necessary needs for time extensions that have not been warranted nor any penalties.

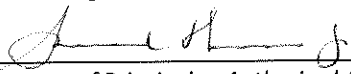
The information above is true and complete to the best of my knowledge and belief.

STATE OF NEW JERSEY     }  
COUNTY OF Passaic     } SS.

BENARD THOMAS JR being duly sworn to law, deposes and says that he is authorized to make this affidavit for and on behalf of the individual, partnership or corporation herein first named as the bidder, that deponent is familiar with the books of the said bidder and that the foregoing financial statement is a true and accurate statement taken from the books of said bidder of such financial condition as of the date herein first named; that the answers to the \_\_\_\_\_ are true and correct.

**BENARD ASSOCIATES INC**

*(Official / Legal Name of Business)*

  
*(Signature of Principal or Authorized Agent)*

BENARD THOMAS JR  
*(Print Name of Principal or Authorized Agent)*

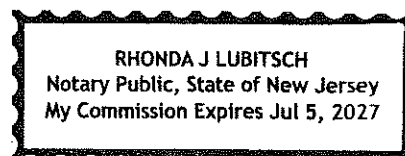
Subscribed and sworn

before me on this

28th day of  
January in the  
year 2025.



Notary Public of NJ



My Commission expires

7/5, 2027

NOTARY SEAL:

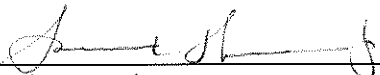
**COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT:**

*(To be completed and submitted by all Bidders)*

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.24, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56.37 that he has been debarred for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act? NO
2. Has any person having an "interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid? NO
3. Has any person having an interest in the Bidder within the meaning of N.J.S.A. 34:11-56.38 had any "Interest as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid?" NO
4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Workforce Development, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.
5. Have you made application for certification pursuant to "The Public Works Contractor Registration Act" (P.L. 1999 C.238) (Attach copy of current certificate)? YES

  
BIDDER (Signature)

Bernard Thomas Jr  
Print Name of Bidder

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**

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

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

Name of Business: Benard Associates, Inc

Address of Business: 321 Hamburg Tpke, Wayne, NJ 07470

Name of person completing this form: Benard Thomas, Jr

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

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

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

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

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

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

**Part I**

Check the box that represents the type of business organization:

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

**Part II Check the appropriate box**

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

**OR**

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

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

**MIDDLESEX COUNTY MAGNET SCHOOLS**  
**Construction of New MCMS Edison Magnet School**

**Comm. No. 23-8940**

Type text here

Name: Benard Thomas Jr      50%

Address: 8 Chimney Lane

Wayne, NJ 07470

Name: Diane Thomas      50%

Address: 8 Chimney Lane

Wayne, NJ 07470

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐

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

OR

☐

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

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

AND

☐

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

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

Subscribed and sworn before me this 28<sup>th</sup> day of  
January, 2027.

(Notary Public)

Rhonda Lubitsch

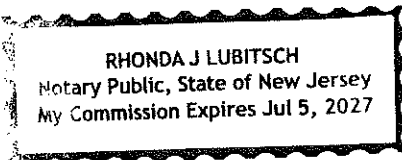
My Commission expires: 7/5/27

  
(Affiant) Bernard Thomas Jr.

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

\_\_\_\_\_



**NON-COLLUSION AFFIDAVIT:**

*(to be completed by all Bidders)*

Non-Collusion Affidavit: It is mandatory that the Bidder attest to the following information by completing the form in its entirety.

STATE OF NEW JERSEY }

COUNTY OF Passaic } SS.  
}

I, (full name) BENARD THOMAS JR, of (city, town, or borough)

WAYNE, in the County of PASSAIC, and State of

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

I am (official title) PRESIDENT of the firm/business named BENARD ASSOCIATES INC, and a Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Bidder has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner and the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

All in accordance with N.J.S.A. 52:34-15, as amended and applicable.

[Signature]  
(Signature of Authorized Representative)

BENARD THOMAS JR  
(Name and Title of Authorized Representative)

Subscribed and sworn

before me on this

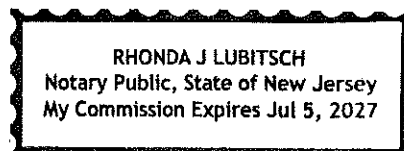
28th day of

January in the

year 2025.

[Signature]

Notary Public of NJ



My Commission expires

7/5, 2027

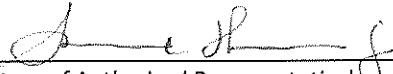
NOTARY SEAL:

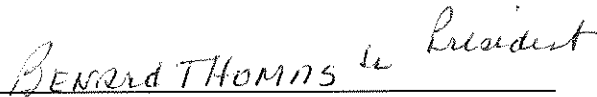
**CERTIFICATE OF INSURANCE STATEMENT**

*(to be completed by all Bidders)*

The Bidder fully understands the Board of Education insurance requirements as stated in the Modified General Conditions and agrees to provide all insurance required by these documents prior to award of contract.

| Type of Coverage                             | Minimum Amount                       | Time Period                                     | Additional Insured                              |
|----------------------------------------------|--------------------------------------|-------------------------------------------------|-------------------------------------------------|
| Commercial General Liability                 | \$1,000,000                          | Current (life of the School Facilities Project) | 1. Owner<br>2. SSP Architects<br>3. State of NJ |
| Umbrella Insurance                           | \$5,000,000 Excess/Umbrella          | Current (life of the School Facilities Project) | 1. Owner<br>2. SSP Architects<br>3. State of NJ |
| Comprehensive Auto Liability                 | \$1,000,000 Injuries                 | Current (life of the School Facilities Project) | 1. Owner<br>2. SSP Architects<br>3. State of NJ |
| Pollution Liability                          | \$1,000,000                          | Current (life of the School Facilities Project) | 1. Owner<br>2. SSP Architects<br>3. State of NJ |
| Worker's Compensation (Employer's Liability) | Statutory<br>\$500,000 Each Accident | Current (life of the School Facilities Project) | N/A                                             |

  
(Signature of Authorized Representative)

  
(Name and Title of Authorized Representative)

*(to be completed by all Bidders)*

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH BID**

STATE OF NEW JERSEY        }  
COUNTY OF PASSAIC        } SS.

I, (full name) **BENARD THOMAS JR** \_\_\_\_\_, of (city, town, or borough) of \_\_\_\_\_

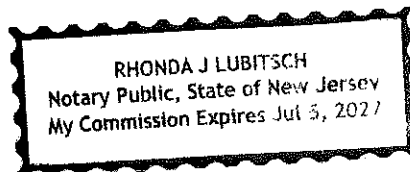
WAYNE, in the County of PASSAIC, and State of

**NEW JERSEY** \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am (official title) PRESIDENT of the firm/business named Bernard Associates, and a Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's, the Schools Development Authority's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency. The Bidder understands that the Board of Education shall immediately notify the State, the Financing Authority, the Development Authority, and the New Jersey State Police in writing whenever it appears that a bidder is on the Treasurer's, the Financing Authority's, the Development Authority's or the Federal Government's List. The State and/or the Financing Authority, and/or the Development Authority reserves the right in such circumstances to immediately suspend such bidder from contracting and to take such other actions as is deemed appropriate pursuant to N.J.A.C. 17:19-3.1 et.seq. or any applicable regulation issued by the Financing Authority (e.g., N.J.A.C. 19:30-2.1 et.seq.) or the Development Authority (e.g., N.J.A.C. 19:38A-4.1 et.seq.).

  
(Signature of Authorized Representative)

Bernard Thomas Jr  
(Name and Title of Authorized Representative)



Subscribed and sworn  
before me on this

2848 day of

January in the year

2095

Florida Kubitsch

Notary Public of NJ

My Commission expires \_\_\_\_\_

7/5, 2027

NOTARY SEAL:

**AFFIRMATIVE ACTION QUESTIONNAIRE**

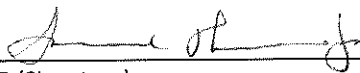
The following question must be answered by all bidders.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

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

If yes, please submit a photostatic copy of such approval. This letter cannot be more than one year old from the date of instance.

If no, the prospective Contractor may still bid on the project as long as the question is answered.

  
\_\_\_\_\_  
BIDDER (Signature)

**SECTION D: AFFIRMATIVE ACTION LANGUAGE**

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor 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 sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least

possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, 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 re-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.

**10:2-1. Discrimination in employment on public works; contract provisions; set-aside programs**

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c. 490 (C.18A:18A-51 et seq.).

**END OF SECTION D**

**CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES**

Bidder's Name: BENARD ASSOCIATES INC

Address: 321 HAMBURG TURNPIKE WAYNE NJ 07470

1. A statement as to the financial ability, adequacy of plant equipment, organization and prior experience of the bidder, as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within the last six (6) months preceding the date of opening of bids for this contract.
2. I certify, as required by N.J.S.A. 18A:18A-32 that there has been no material adverse change in the qualification except:

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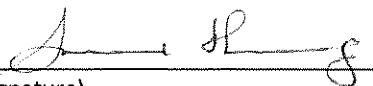
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BENARD THOMAS JR PRESIDENT

(Name and Title of Signer – Please print or type)

  
(Signature)

1-8-25  
(Date)

**BIDDER'S CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS**

**To be submitted by the bidder AND any subcontractor named on Bid Proposal Form Section C.1**

STATE OF NEW JERSEY }

COUNTY OF PASSAIC

I, BENARD THOMAS of the (City, Town, Borough) of WAYNE State of NEW JERSEY of full age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of BENARD ASSOCIATES INC the GENERAL Contractor making the Proposal for the above named Projects and that I executed the said Proposal with full authority to do so. The firm of BENARD THOMAS INC possesses the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor and Workforce Development issued pursuant to "The Public Works Contractor Registration Act," P.L.1999, c. 238 (C.34: 11- 56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) A suitable quality control and quality insurance program, as well as an appropriate safety and health plan that the firm will have in place during the term of construction of the School Facilities Project.
- (5) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

Bernard Associates  
Name of Contractor

By: [Signature]  
(Signature of Authorized Representative)

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR PROPOSAL**

**NOTE: THIS FORM IS REQUIRED FOR BOTH THE BIDDER AS WELL AS ALL SUBCONTRACTORS NAMED IN BID PROPOSAL FORM SECTION C.1**

Subscribed and sworn  
before me on this

28th day of

January in the

year 2025

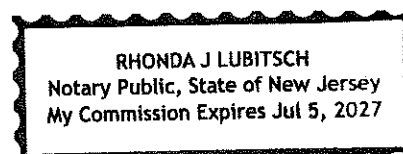
[Signature]

Notary Public of NJ

My Commission expires

7/5 2027

NOTARY SEAL:



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Company BENARD ASSOCIATES

Authorized Agent [Signature]

Title or Position President

Signature [Signature]

Date 1-8-25

**EQUIPMENT CERTIFICATION**

Bid Date: 1-28-25

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) BENARD ASSOCIATES INC (Name of Company) owns all the necessary equipment  
as required by the specifications and to complete the specified public work project.

or

B) (Name of Company) leases or controls all the necessary equipment as  
required by the specifications and to complete the specified public work project.

**PLEASE NOTE:** If your company is not the actual owner of the equipment, **you shall submit with the bid**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company Benard Associates

Authorized Agent Benard Thomas Jr Title President

Authorized Signature [Signature]



## Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_

Benard Associates Inc. 321 Hamburg Turnpike Wayne, NJ 07470

as Principal, and Harco National Insurance Company, a corporation of the  
State of Illinois, as Surety, are hereby held and firmly bound unto

Middlesex County Magnet Schools Board of Education 112 Rues Lane East Brunswick, NJ 08816

in the penal sum of Ten Percent (10%) of the total price bid, but not in excess of \$20,000 (\$20,000.00)  
for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 30th day of January, 2025

The condition of the above obligation is such that whereas the Principal has submitted  
a certain bid, to enter into a contract in writing for

Construction of New MCMS Edison Magnet School Project 23-8940

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and  
deliver an acceptable form of contract, and shall furnish a bond for  
the faithful performance of said Contract, and for the payment of  
the persons performing labor or furnishing materials in 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  
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.

IN WITNESS WHEREOF, the Principal and the Surety have hereto 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.

Signed, sealed and delivered in the presence of:

Benard Associates Inc.

ATTEST: \_\_\_\_\_

ATTEST: *Patricia M. Mitala*

Bid Bond Date 30th Day of January, 2025

Principal

Harco National Insurance Company

By: *Dayle R. Woodruff*  
Dayle R. Woodruff

Attorney-in-Fact

# POWER OF ATTORNEY

Bond # N/A

## HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN FORLENZA, RICHARD FORLENZA, PATRICIA MATRALE, MARIA FAJVAN, DAYLE R. WOODRIFF  
Fairfield, NJ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY  
County of Essex

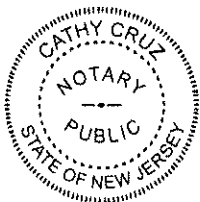
STATE OF ILLINOIS  
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

### CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 30th Day of January, 2025

A01942

Irene Martins, Assistant Secretary



## CONSENT OF SURETY

The Harco National Insurance Company a corporation organized in the state of Illinois and existing under the laws of the State of New Jersey, hereby guarantees the proposal of Benard Associates Inc.

To Middlesex County Magnet Schools Board of Education

For Construction of New MCMS Edison Magnet School

And further guarantees that if the contract is awarded to the said Benard Associates Inc.

that the said Bernard Associates Inc.

will execute said contract within the period of time required after its delivery for that

purpose; and further guarantees that if the contract is so awarded to the said Benard Associates Inc.

That it will become surety on bond guaranteeing the faithful performance of said contract.

In **Witness Whereof**, the said Harco National Insurance Company

has caused this agreement to be signed by proper officers and its corporate seal to be

hereunto affixed, this 30<sup>th</sup> Day of January, 2025



Harco National Insurance Company

By:

Dayle R. Woodruff Attorney-in-Fact

Bond No. N/A

**HARCO NATIONAL INSURANCE COMPANY**  
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**  
**AT DECEMBER 31, 2023**

ASSETS

|                                                                      |                               |
|----------------------------------------------------------------------|-------------------------------|
| Bonds (Amortized Value) .....                                        | \$128,504,641                 |
| Stocks (Preferred Stocks) .....                                      | 5,530,123                     |
| Stocks (Common Stocks) .....                                         | 928,601,943                   |
| Cash, Bank Deposits & Short-Term Investments .....                   | 36,972,198                    |
| Other Invested Assets .....                                          | 0                             |
| Unpaid Premiums & Assumed Balances .....                             | 161,876,881                   |
| Deferred Premiums, Agents Balances & Installments booked .....       | 12,594,152                    |
| Reinsurance Recoverable from Reinsurers .....                        | 167,607,854                   |
| Reinsurance - Funds Held by or deposited with reinsured companies .. | 10,183,247                    |
| Current Federal & Foreign Income Tax Recoverable & Interest .....    | 0                             |
| Investment Income Due and Accrued .....                              | 1,750,941                     |
| Receivables from Parent Subsidiaries & Affiliates .....              | 9,354,321                     |
| Other Assets .....                                                   | 1,294,111                     |
| <b>TOTAL ASSETS .....</b>                                            | <b><u>\$1,464,270,412</u></b> |

LIABILITIES, SURPLUS & OTHER FUNDS

|                                                                                                    |                               |
|----------------------------------------------------------------------------------------------------|-------------------------------|
| Losses (Reported Losses Net as to Reinsurance Ceded and<br>Incurred But Not Reported Losses) ..... | \$208,245,433                 |
| Reinsurance payable on paid losses & loss adjustment expense .....                                 | 9,146,173                     |
| Loss Adjustment Expenses .....                                                                     | 44,566,466                    |
| Commissions Payable, Contingent Commissions & Other Similar Charges ..                             | 1,568,736                     |
| Other Expenses (Excluding Taxes, Licenses and Fees) .....                                          | 0                             |
| Taxes, Licenses & Fees (Excluding Federal Income Tax) .....                                        | 3,784,674                     |
| Current federal and foreign income taxes .....                                                     | 496,806                       |
| Net Deferred Tax Liability .....                                                                   | 9,048,374                     |
| Unearned Premiums .....                                                                            | 155,713,778                   |
| Advance Premium .....                                                                              | 391,769                       |
| Ceded Reinsurance Premiums Payable .....                                                           | 95,106,803                    |
| Funds held by Company under reinsurance treaties .....                                             | 18,342,649                    |
| Amounts Withheld by Company for Account of Others .....                                            | 53,853,412                    |
| Payable to Parent Subsidiaries & Affiliates .....                                                  | 3,771,943                     |
| Other Liabilities .....                                                                            | <u>4,754,724</u>              |
| <b>TOTAL LIABILITIES .....</b>                                                                     | <b><u>\$608,791,740</u></b>   |
| <br>Common Capital Stock .....                                                                     | <br>\$3,500,004               |
| Gross Paid-in & Contributed Surplus .....                                                          | 670,781,834                   |
| Unassigned Funds (Surplus) .....                                                                   | <u>181,196,834</u>            |
| Surplus as Regards Policyholders .....                                                             | <u>\$855,478,672</u>          |
| <b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS ...</b>                                            | <b><u>\$1,464,270,412</u></b> |

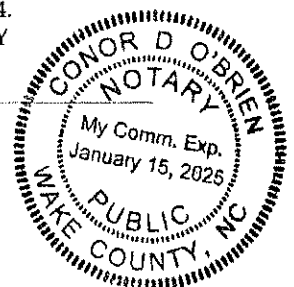
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the  
seal of the Company, this 11th day of March, 2024.  
HARCO NATIONAL INSURANCE COMPANY

*John M. Mruk*

SIGNED AND SWORN to before me on this 11<sup>th</sup> day of March, 2024.

*Conor D. O'Brien*  
NOTARY PUBLIC, STATE OF North Carolina



**NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE**  
pursuant to N.J.S.A. 2A:44-143  
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance  
with 31 U.S.C. §9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

**HARCO NATIONAL INSURANCE COMPANY**

|                                             |             |
|---------------------------------------------|-------------|
| POLICYHOLDERS' SURPLUS at December 31, 2023 | 855,478,672 |
| DEDUCTIONS for investment in Subsidiary     | 88,373,806  |
| POLICYHOLDERS' SURPLUS ALLOWED              | 767,104,866 |

- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2023 is as follows:

**HARCO NATIONAL INSURANCE COMPANY**

63,567,000

- (4) The amount of the bond to which this statement and certification is attached is \$ 10% of the base amount but not to exceed \$20,000 Dollars
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

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

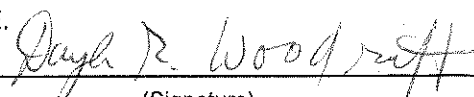
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond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

**CERTIFICATE**

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

Dayle R. Woodruff, as **Attorney-in-Fact** for Harco National Insurance Company

an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

  
(Signature)  
Dayle R. Woodruff  
(Printed Name)  
**Attorney-in-Fact**  
(Title)  
01/30/2025  
(Date)

**Individual  
Acknowledgement**

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known,  
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_

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

**Firm  
Acknowledgement**

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known to me

to be a member of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires \_\_\_\_\_

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

**Corporation  
Acknowledgement**

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known to me

who being by me duly sworn, did depose and say that he is the \_\_\_\_\_

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

My commission expires \_\_\_\_\_

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

**Surety  
Acknowledgement**

State of New Jersey } ss.  
County of Essex }

On this 30th day of January, 2025, before me personally came

Dayle R. Woodruff to be known, who, being by me duly sworn, did depose and say that

HARCO National Insurance Company  
he is attorney-in-fact of \_\_\_\_\_  
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

**EWA M. JAGIELKO**  
**NOTARY PUBLIC OF NEW JERSEY**

My commission expires **MY COMMISSION EXPIRES AUG. 29, 2025**

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



Page 1 of 1

## 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 FOR:

BENARD ASSOCIATES, INC.  
321 HAMBURG TPKE  
WAYNE, NJ, 07470

**BOND AMOUNT: \$ 100,000,000.00**

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 Rating | Trade(s) & License(s)                                      | Effective Date | Expiration Date |
|------------------|------------------------------------------------------------|----------------|-----------------|
| \$100,000,000.00 | C008 – GENERAL CONSTRUCTION <sup>2</sup><br>C009 – GENERAL | 06/19/2024     | 06/18/2026      |

- 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.
- Information on aggregate amounts can be verified on the DPMC WEB SITE.

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.



*State of New Jersey*

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08625-0034

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 on contracts is \$ 309575.00

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted,

By Benard Associates Inc  
Name of Firm

Signature

President

Title

Sworn to and  
subscribed before me  
This 14<sup>th</sup> day of January  
2025

Notary Public

RHONDA J LUBITSCH  
Notary Public, State of New Jersey  
My Commission Expires Jul 5, 2027

321 Hamburg Tpke

Business Address

Wayne

New Jersey

973-942-4500

Phone

Certificate Number  
609365

Registration Date: 04/30/2023  
Expiration Date: 04/29/2025



# 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:

**Benard Associates, Inc.**  
**2023**

Responsible Representative(s):  
Benard Thomas, President

Responsible Representative(s):  
Diane Thomas, Secretary

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

NON TRANSFERABLE

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

01/23/07

Taxpayer Identification# 223-266-591/000

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
**BENARD ASSOCIATES, INC.**

ADDRESS:  
**321 HAMBURG TPKE  
WAYNE NJ 07470**

EFFECTIVE DATE:  
**01/03/94**

TRADE NAME:

SEQUENCE NUMBER:  
**0097831**

ISSUANCE DATE:  
**01/23/07**



Acting Director  
New Jersey Division of Revenue

**PROJECT LABOR AGREEMENT**  
**COVERING CONSTRUCTION OF THE OF THE MIDDLESEX COUNTY (THOMAS**  
**EDISON PARK) CIO STRATEGIC INVESTMENT PLAN CONSTRUCTION**  
**PROJECT IN**  
**EDISON**  
**TOWNSIDP, NEW**

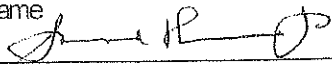
JERSEY LETTER  
OF ASSENT

Re: Project Labor Agreement  
The Middlesex County Building & Trades Council, AFL-CIO, the County  
Middlesex  
of Middlesex and dated 1-30-25 (the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm,  
Contractor(s) or  
Subcontractor(s) on a Contract for the MCMS Edison Magnet School GC which is part of  
construction for  
the Middlesex County (THOMAS EDISON PARK) CIO Strategic Investment Plan Construction  
Project in  
Edison Township  
, for and in consideration of the award of a Contract to perform work on said Project,  
and in further consideration of the mutual promises made in the Project Labor  
Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by  
the terms and conditions of the Project Labor Agreement, together with any  
and all amendments and supplements now existing or which are later made  
thereto, and understands that any act of non-compliance with all such terms  
and conditions will subject the non-complying Contractor or employee(s) to  
being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its  
full compliance with the terms and conditions of said Projects Labor  
Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor  
Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly  
executed Letter of Assent in form identical to this document prior to  
commencement of any work.

Benard Associates, Inc.

Company Name  
By: 

Title: President

Date: 1-30-25

cc: (Unions employed by Contractor)

Contract Number 23-8940

General Contractor Benard Associates Inc

**PROJECT LABOR AGREEMENT  
COVERING CONSTRUCTION OF THE OF THE MIDDLESEX COUNTY (COLLEGE)  
CIO STRATEGIC INVESTMENT PLAN CONSTRUCTION PROJECT IN  
EDISON TOWNSHIP, NEW JERSEY**

**ARTICLE 1 - PREAMBLE**

**WHEREAS**, the County of Middlesex, on behalf of itself as Owner, and General Contractors and/or Project Management Firms, on behalf of themselves, and reflecting the objectives of County of Middlesex, as Owner, desire to provide for the efficient, safe, quality, and timely completion of the construction of the Middlesex County (College) CIO Strategic Investment Plan Construction Project, located at 2600 Woodbridge Avenue, Edison, New Jersey, in a manner designed to afford lower reasonable costs to the County of Middlesex, the Owner, and the Public it represents, and the advancement of public policy objectives;

**WHEREAS**, this Project Labor Agreement will foster the achievement of these goals, inter alia by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Projects.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry; expediting the construction process; and

**WHEREAS**, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Agreement:

## **SECTION 1. PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") entered into by and between the County of Middlesex, General Contractors and or Project Management Firm to be named, and their successors and assigns, for the Middlesex County (College) CIO Strategic Investment Plan Construction Project construction work to be performed on the property of Edison Township, located at 2600 Woodbridge Avenue, Edison Township, in the State of New Jersey and by the Middlesex County Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members and the signatory unions.

## **ARTICLE 2 - GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

Throughout this Agreement, the Union party and the Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractors (GC), Project Management Firms (PMF), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article III; the County of Middlesex is referenced as (Owner); the Middlesex County Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".

### **SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

The Agreement shall not become effective unless executed by the BTC and the Owner and will remain in effect until the completion of the Project.

### **SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions and the General Contractor and/or the Project Management Firm and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors,

of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and execute the Letter of Assent attached as Schedule B. This Agreement shall be administered by the GC and/or PMF on behalf of all Contractors.

#### **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements appended hereto as *Schedule A* represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the National Transient Division (NTD) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Project Agreement, which shall apply to such work.. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the GC nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the GC.

#### **SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The GC and/or PMF and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

#### **SECTION 6. THE GENERAL CONTRATOR OR PROJECT MANAGEMENT FIRM**

The Owner and the GC and/or PMF shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. the County of Middlesex is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County of Middlesex in determining which Contractors shall be

awarded contracts for Project work, subject to and in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et. seq.* It is further understood that the County of Middlesex has sole discretion at any time to terminate, delay or suspend the work or to remove a component, in whole or part, on this Project.

## **SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor or GC and/or PMF, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

## **ARTICLE 3 - SCOPE OF THE AGREEMENT**

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

### **SECTION 1: THE WORK**

This Agreement shall apply to all on-site public construction work, including site preparation, demolition and hazardous waste remediation, for the Owner performed on the Middlesex County (College) CIO Strategic Investment Plan Construction Project construction as referenced in the Community, Innovation, and Opportunity (CIO) Strategic Investment Plan , including:

- an open-air Multipurpose Community Venue for concerts, cultural events, and multiple sports such as baseball, soccer, or lacrosse
- a Workforce Development and Conference Center
- a new Community Park featuring an educational children's amenity
- a new Student Center which will include campus and community amenities
- a new Middlesex County Magnet School, the Middlesex County Magnet School of the Future
- a Destination Athletic Complex featuring 14 multi-sport synthetic fields; 16 tennis courts and a state-of-the-art recreational cricket field; and much more
- an expansion of the existing exterior spaces, activating these areas by adding public art, seating, and water features

- the Raritan Center Parkway

The Owner reserves the right to include any additional Project components to those listed above as it deems necessary and appropriate as part of the CIO, which shall be made a part hereof and subject to the provisions of this PLA, upon written notification to the parties named herein. The terms and conditions set forth in this PLA shall survive and be bound to irrespective of the entity, agency, board or commission authorized to publicly bid and award the construction contract.

## **SECTION 2. EXCLUDED EMPLOYEES**

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;
- B. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;
- C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete and cement, asphalt and other items which are covered by this Agreement. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Exhibit A.
- D. Employees of the GC and/or PMF, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- E. Employees engaged in on-site equipment warranty.

- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

### **SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of GC and/or PMF, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the GC and/or PMF and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor and/or Project Management Firm for performance under the terms of this Agreement.

## **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1. PRE-HIRE RECOGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

### **SECTION 2. UNION REFERRAL**

- A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1,2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), subject to the goals of

any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving and cranes); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the GC and/or PMF and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1) possess any license required by NJ law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic function of the applicable trade.

Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, no more than twelve (12%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above which, consistent with N.J.S.A. 52:38-4, permit contractors and

subcontractors working on the public works project to retain a percentage of their current workforce (any fraction shall be rounded to the next highest whole number).

- C. A certified MBE/WBE/VBE contractor may request from the Workforce Coordinator, through the GC and/or PMF, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

### **SECTION 4. WORKFORCE DIVERSITY**

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Owner with regard to workforce diversity. Furthermore, General Contractor, Contractors and the Unions will comply with such affirmative action plan, including but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that minority business enterprises, women-owned business enterprises and veteran-

based enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

The Local Unions agree and support the importance the Owner places on having and maintaining a diverse workforce. The Unions agree to refer any and all the County of Middlesex resident journeymen and apprentices who are registered on the Out-of-Work list of the local union referral systems at the time of a contractor's request. The Local Unions will cooperate with Contractor requests for residents of the County of Middlesex, residents of disadvantaged communities, minority, women or veteran referrals to meet the requirements of the Owner.

In the event a Union either fails, or is unable, to refer qualified minority, women or veteran applicants in percentages equaling Project affirmative action goals as set forth in the Owners bid specifications, the Contractor may employ qualified minority, women or veteran applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

## **SECTION 5. CROSS AND QUALIFIED REFERRALS**

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

## **SECTION 6. UNION DUES / WORKING ASSESMENTS**

The union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees who have voluntarily executed dues checkoff authorization cards provided in a Schedule A local agreement, the dues payment can be received by the Unions as a working assessment fee.

## **SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of

an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

## **ARTICLE 5 - UNION REPRESENTATION**

### **SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor involved and/or Project Management Firm) representatives, including the Business Manager, who shall be afforded access to the Project.

### **SECTION 2. STEWARDS**

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and GC and/or PMF of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

### **SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform

the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### **SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GC and/or PMF, and/or joint working efforts with other employees shall be permitted or observed.

### **SECTION 2. MATERIALS, METHODS & EQUIPMENT**

There shall be no limitations or restriction upon the contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work". Where available locally, offsite operations work covered under the New Jersey Prevailing Wage Act shall be performed within the territorial jurisdiction of the local unions signatory to this Agreement.

## **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKES-NO LOCKOUT**

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

### **SECTION 2. DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

### **SECTION 4. EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- A. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., at 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, or e-mail [jjpierson@jjpierson.com](mailto:jjpierson@jjpierson.com), who shall serve as Arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is

unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the GC and/or PMF, and the BTC.

- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC and/or PMF, the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.
- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order

enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

## **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)**

### **SECTION 1. MEETINGS**

The Local Administrative Committee (LAC) will meet on a regular basis to 1) Implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

### **SECTION 2. COMPOSITION**

The LAC will be co-chaired by the President of the Middlesex County Building and Construction Trades Council or his designee, and designated official of the GC and/or PMF. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the GC and/or PMF and other contractors on the project.

**ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

**SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

**Step 1:**

- A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor and/or Project Management Firm with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor and/or Project Management Firm, as creating a precedent.
- B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor and/or Project management Firm shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

- A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson Jr., Esq., at 51 JFK Parkway, First Floor West, Short Hills , New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161 , who shall act as the Arbitrator under this procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.
- B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the GC and/or PMF, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

**SECTION 2. LIMITATION AS TO RETROACTIVITY**

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the construction Project Manager and the involved Contractor or Local Union.

### **SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR AND/OR PROJECT MANAGEMENT FIRM**

The General Contractor and/or Project Management Firm shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

## **ARTICLE 10 - JURISDICTIONAL DISPUTES**

### **SECTION 1. NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

### **SECTION 2. ASSIGNMENT**

- A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the GC, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.
- B. All Project construction work assignments shall be made by the Contractor according to criteria set forth in Section 3, Subsection D 1-3.
- C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").
- D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson,

Arbitrator Richard Greenberg or Arbitrator Richard K. Hanft and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.
2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.
3. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.
4. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

### SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.
- C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J. J. Pierson, Arbitrator Richard Greenberg or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.
- D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J. J. Pierson, Arbitrator Richard Greenberg or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the Arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;
2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.
3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

- E. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.
- F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.
- G. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

#### **SECTION 4. AWARD**

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Constructor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

#### **SECTION 5. LIMITATIONS**

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

#### **SECTION 6. NO INTERFERENCE WITH WORK**

- A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.
- B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be

whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

## **ARTICLE 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor and/or Project Management Firm, the Contractor involved, the involved Local Unions and the BTC.

### **SECTION 2. EMPLOYEE BENEFIT FUNDS**

- A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.
- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments. However, if a defined benefit pension fund covered by the terms and conditions of this Agreement has not adopted the building and construction industry exemption authorized by subsection (b) of Section 4203 of the Employee Retirement Income Security Act of 1974, the Contractor shall not be obligated to hire employees covered by that fund.

- C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days after receipt of the notification by the General Contractor and/or Project Management Firm, if not paid prior to said date by the delinquent contractor/subcontractor.

## **ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **SECTION 1. WORK WEEK AND WORK DAY**

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
- 1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
- B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice.
- C. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

### **SECTION 2. OVERTIME**

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

### **SECTION 3. SHIFTS**

- A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not

necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Construction Project Manager and must be scheduled with not less than five work days notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when project circumstances require a deviation from the above shifts, the involved unions, contractors and the General Contractor and/or Project Management Firm shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

#### **SECTION 4. HOLIDAYS**

A. Schedule - There shall be 8 recognized holidays on the Project:

|                |                  |
|----------------|------------------|
| New Year's Day | Labor Day        |
| Presidents Day | Veterans Day     |
| Memorial Day   | Thanksgiving Day |
| Fourth of July | Christmas Day    |

\* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A. Columbus Day and the Friday after Thanksgiving shall be observed as a holiday for Elevator Constructors Local 1 only.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

## **SECTION 5. REPORTING PAY**

- A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.
- B. When an employee, who has completed their scheduled shift and left The Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.
- C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement or except where specifically provided in an applicable Schedule A.

## **SECTION 6. PAYMENT OF WAGES**

- A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## **SECTION 7. EMERGENCY WORK SUSPENSION**

A Contractor or GC and/or PMF may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid

for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

#### **SECTION 8. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

#### **SECTION 9. TIME KEEPING**

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

#### **SECTION 10. MEAL PERIOD**

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3<sup>rd</sup> and 5<sup>th</sup> hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

#### **SECTION 11. BREAK PERIODS**

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

## **ARTICLE 13 - APPRENTICES**

### **SECTION 1. RATIOS**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed the ratio provided in the applicable Schedule A collective bargaining agreements providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Middlesex County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

### **SECTION 2. DEPARTMENT OF LABOR**

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

### **SECTION 3. HELMETS TO HARDHATS**

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or

hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY**

### **SECTION 1. SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

### **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the GC and/or PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

### **SECTION 3. INSPECTIONS**

The Contractors and GC and/or PMF retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

## **ARTICLE 15 - NO DISCRIMINATION**

### **SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or

age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

## **SECTION 2. LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE 16 - GENERAL TERMS**

### **SECTION 1. PROJECT RULES**

The Project Management Firm and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

### **SECTION 2. TOOLS OF THE TRADES**

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee, or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

### **SECTION 3. SUPERVISION**

Employees shall work under the supervision of the craft foreperson or general foreperson.

#### **SECTION 4. TRAVEL ALLOWANCES**

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A.

#### **SECTION 5. FULL WORK DAY**

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

#### **SECTION 6. COOPERATION**

The Project Management Firm and/or General Contractor and the Unions will cooperate in seeking any NJS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

### **ARTICLE 17 - SAVINGS AND SEPARABILITY**

#### **SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

#### **SECTION 2. THE BID SPECIFICATIONS**

In the event that the General Contractor's and/or Project Management Firm's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid

and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

### **SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Project Management Firm and/or General Contractor, or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

### **SECTION 4. NON-WAIVER**

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

## **ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

A. Schedules A to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedules A notify the General Contractor and/or Project Management Firm in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area

Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

**SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affecting a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of this \_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

COUNTY OF MIDDLESEX

\_\_\_\_\_  
Amy Petrocelli, Clerk of the Board

Ronald G. Rios, Director,  
Board of County Commissioners

Middlesex County Building and  
Construction Trades Council AFL-CIO

ATTEST:

GENERAL CONTRACTOR

\_\_\_\_\_  
By

FOR LOCAL UNION AFFILIATES:

BOILERMAKERS, LOCAL 28

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

(Nameeffitle)

BRICKLAYERS AND ALLIED CRAFTS, LOCAL 5

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

(Nameeffitle)

EAS REGIONAL COUNCIL OF CARPENTERS, LOCAL 254

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

(Nameeffitle)

EAS REGIONAL COUNCIL OF CARPENTERS, LOCAL 251

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

(Nameeffitle)

DOCKBUILDERS, LOCAL 1556

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

(Nameeffitle)

INT. BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 456

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

(Nameeffitle)

ELEVATOR CONSTRUCTORS, LOCAL 1

By:

\_\_\_\_\_  
(Nameffitle)

HEAT/FROST INSULATORS AND ALLIED WORKERS, LOCAL 32

By:

\_\_\_\_\_  
(Nameffitle)

HEAVY & GENL. CONSTRUCTION LABORERS, LOCAL 472

By:

\_\_\_\_\_  
(Nameffitle)

IRONWORKERS, LOCAL 11

By:

\_\_\_\_\_  
(Nameffitle)

IRONWORKERS, LOCAL 399

By:

\_\_\_\_\_  
(Nameffitle)

INSULATORS AND ASBESTOS WORKERS, LOCAL 89

By:

\_\_\_\_\_  
(Nameffitle)

LABORERS, LOCAL 77

By:

\_\_\_\_\_  
(Nameffitle)

MILLWRIGHTS, LOCAL 715

By: \_\_\_\_\_  
(Nameeffitle)

OPERATING ENGINEERS, LOCAL 825

By: \_\_\_\_\_  
(Nameeffitle)

PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 21 NJ

By: \_\_\_\_\_  
(Nameeffitle)

PLASTERS & CEMENT MASONS, LOCAL 592

By: \_\_\_\_\_  
(Nameeffitle)

PLUMBERS & PIPEFITTERS, LOCAL 9

By: \_\_\_\_\_  
(Nameeffitle)

ROOFERS, LOCAL 4

By: \_\_\_\_\_  
(Nameeffitle)

ROOFERS UNION, LOCAL 30

By: \_\_\_\_\_  
(Nameeffitle)

By: \_\_\_\_\_  
(Nameffitle)

SHEETMETAL WORKERS, LOCAL 27

By: \_\_\_\_\_  
(Nameffitle)

SPRINKLEFITTERS, LOCAL 696

By: \_\_\_\_\_  
(Nameffitle)

SPRINKLEFITTERS, LOCAL 669

By: \_\_\_\_\_  
(Nameffitle)

TEAMSTERS, LOCAL 469

By: \_\_\_\_\_  
(Nameffitle)

TILE/MARBLEffERRAZZO BAC WORKERS, LOCAL 7

By: \_\_\_\_\_  
(Nameffitle)

**SCHEDULE A**

A COPY OF EACH UNION'S CURRENT COLLECTIVE BARGAINING AGREEMENT IS INCLUDED AS PART OF SCHEDULE A BY REFERENCE, UPON EXECUTION BY THE SIGNATORY LOCAL.

Asbestos Workers, Local 89  
Boilermakers Local 29  
Bricklayers and Allied Crafts, Local 5  
Carpenters, Locals 254 and 251  
Dockbuilders and Pile Drivers, Local 1556  
Electrical Workers, Local 456  
Elevator Constructors, Local 1  
Heat/Frost Insulators, Local 32  
Ironworkers, Local 11 and 399  
Laborers, Local 77  
Heavy Construction Laborers, Local 472  
Millwrights, Local 715  
Operating Engineers, Local 825  
Painters and Allied Trades, District Council 21  
Plasterers & Cement Masons, Local 592  
Plumbers and Pipefitters, Local 9  
Roofers, Local 4 and 30  
Sheet Metal Workers, Local 27 and 137  
Sprinklerfitters, Local 696 and 669  
Teamsters, Local 469  
Tile/Marbleferrazzo Workers, Local 7

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

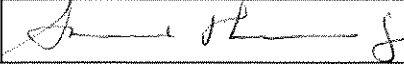
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

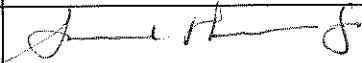
**Public Work Contracts**

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.

| PART I: VENDOR INFORMATION                                       |  |
|------------------------------------------------------------------|--|
| Individual or Organization Name                                  |  |
| Address of Individual or Organization                            |  |
| DUNS Code (if applicable)                                        |  |
| CAGE Code (if applicable)                                        |  |
| Check the box that represents the type of business organization: |  |

- ☐ Sole Proprietorship (skip Parts III and IV)    ☐ Non-Profit Corporation (skip Parts III and IV)    ☐ Partnership  
☒ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)    ☐ Limited Partnership  
☐ Limited Liability Partnership (LLP)    ☐ Other (be specific): \_\_\_\_\_

| PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                     |        |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------|-----------|
| I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Board of Education</b> 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 by <b>al Board of Education</b> to notify the <b>Board of Education</b> 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 <b>Board of Education</b> , permitting the <b>Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable. |                                                                                     |        |           |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | BENARD THOMAS JR                                                                    | Title: | President |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Date:  | 1-8-25    |

| PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------|
| <b>Section A (Check the Box that applies)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 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 Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| Home Address (for Individual) or Business Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
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| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 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.                                                                                                                                         |                                                                                     |                  |
| <b>Section B (Skip if no Business entity is listed in Section A above)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 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 organization's parent entity, as the case may be. |                                                                                     |                  |
| Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| Home Address (for Individual) or Business Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
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| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 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.                                                                                                  |                                                                                     |                  |
| <b>Section C – Part III Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| 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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b>Board of Education</b> . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Board of Education</b> 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 <b>Board of Education</b> to notify the <b>Board of Education</b> 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 <b>Board of Education</b> , permitting the <b>Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable. |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                         | BERNARD THOMAS JR                                                                   | Title: President |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Date: 1-8-25     |

| Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------|
| <b>Section A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be. |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Name of Business Entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Business Address</b> |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| **Add additional sheets if necessary**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 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.                                                                                                                                                                                                                |                         |           |
| <b>Section B (skip if no business entities are listed in Section A of Part IV)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).                                                                                                                                                                                                    |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>                                                                                                                                                                                                                                                                                                                                                               | <b>Business Address</b> |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
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| **Add additional Sheets if necessary**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 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.                                                                                                                                                                                                                                                     |                         |           |
| <b>Section C – Part IV Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| <p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Board of Education</b> 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 by <b>Board of Education</b> to notify the <b>Board of Education</b> 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 <b>Board of Education</b>, permitting the <b>Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |           |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Benard Thomas Jr                                                                                                                                                                                                                                                                                                                                                                                                                                 | Title:                  | President |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                               | Date:                   | 1-8-25    |

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

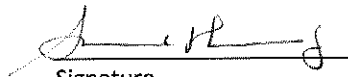
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

### Part I – Vendor Information

|              |                       |       |            |
|--------------|-----------------------|-------|------------|
| Vendor Name: | BENARD ASSOCIATES INC |       |            |
| Address:     | 321 HAMBURG TURNPIKE  |       |            |
| City:        | State:                | WAYNE | Zip: 07470 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Bernard Thomas  
Printed Name

President  
Title

### Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      |               |
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|                  |                |      |               |

☐ Check here if the information is continued on subsequent page(s)

Required Pursuant To N.J.S.A. 19:44A-20.26

**Vendor Name:**

[illegible]

**C.2-21**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Middlesex**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 13, 14, 17, 18, 19, 22

State Senator and two members of the General Assembly per district.

**County:**

Freeholders                      County Clerk                      Sheriff                      Surrogate

**Municipalities (Mayor and members of governing body, regardless of title):**

|                         |                          |                          |
|-------------------------|--------------------------|--------------------------|
| Carteret Borough        | Middlesex Borough        | Sayreville Borough       |
| Cranbury Township       | Milltown Borough         | South Amboy City         |
| Dunellen Borough        | Monroe Township          | South Brunswick Township |
| East Brunswick Township | New Brunswick City       | South Plainfield Borough |
| Edison Township         | North Brunswick Township | South River Borough      |
| Helmetta Borough        | Old Bridge Township      | Spotswood Borough        |
| Highland Park Borough   | Perth Amboy City         | Woodbridge Township      |
| Jamesburg Borough       | Piscataway Township      |                          |
| Metuchen Borough        | Plainsboro Township      |                          |

**Boards of Education (Members of the Board):**

|                         |                          |                                  |
|-------------------------|--------------------------|----------------------------------|
| Carteret Borough        | Metuchen Borough         | Sayreville Borough               |
| Cranbury Township       | Middlesex Borough        | South Amboy City                 |
| Dunellen Borough        | Milltown Borough         | South Brunswick Township         |
| East Brunswick Township | Monroe Township          | South Plainfield Borough         |
| Edison Township         | North Brunswick Township | South River Borough              |
| Helmetta Borough        | Old Bridge Township      | Spotswood Borough                |
| Highland Park Borough   | Perth Amboy City         | West Windsor-Plainsboro Regional |
| Jamesburg Borough       | Piscataway Township      | Woodbridge Township              |

**Fire Districts (Board of Fire commissioners):**

|                                             |                                              |
|---------------------------------------------|----------------------------------------------|
| East Brunswick Township Fire District No. 1 | Plainsboro Township Fire District No. 1      |
| East Brunswick Township Fire District No. 2 | South Brunswick Township Fire District No. 1 |
| East Brunswick Township Fire District No. 3 | South Brunswick Township Fire District No. 2 |
| Jamesburg Borough Fire District No. 1       | South Brunswick Township Fire District No. 3 |
| Monroe Township Fire District No. 1         | Woodbridge Township Fire District No. 1      |
| Monroe Township Fire District No. 2         | Woodbridge Township Fire District No. 2      |
| Monroe Township Fire District No. 3         | Woodbridge Township Fire District No. 4      |
| Old Bridge Township Fire District No. 1     | Woodbridge Township Fire District No. 5      |
| Old Bridge Township Fire District No. 2     | Woodbridge Township Fire District No. 7      |
| Old Bridge Township Fire District No. 3     | Woodbridge Township Fire District No. 8      |
| Old Bridge Township Fire District No. 4     | Woodbridge Township Fire District No. 9      |
| Piscataway Township Fire District No. 1     | Woodbridge Township Fire District No. 10     |
| Piscataway Township Fire District No. 2     | Woodbridge Township Fire District No. 11     |
| Piscataway Township Fire District No. 3     | Woodbridge Township Fire District No. 12     |
| Piscataway Township Fire District No. 4     |                                              |

**LOWEST BIDDER PREVAILING WAGE CERTIFICATION**

To be provided by lowest bidder, prior to award, if bid is greater than 10% less than next bid.  
54 N.J.R. 1009(a)

|                                  |   |                                |
|----------------------------------|---|--------------------------------|
| In the matter of an award of a   | ) | STATE OF NEW JERSEY            |
| contract for public work for a   | ) | DEPARTMENT OF LABOR AND        |
| project described as:            | ) | WORKFORCE DEVELOPMENT          |
|                                  | ) | DIVISION OF WAGE &             |
| [Enter project description here] | ) | HOUR COMPLIANCE                |
|                                  | ) |                                |
|                                  | ) |                                |
|                                  | ) | Certification of Lowest Bidder |

**BENARD THOMAS JR**

\_\_\_\_\_, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named **BENARD ASSOCIATES INC**, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number **609365**.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOLE) pursuant to the New Jersey Prevailing Wage Act (NJPSA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOLE rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: 1-8-25 Signature: [Signature]  
Title: President

JERSEY LETTER  
OF ASSENT

Re: Project Labor Agreement  
The Middlesex County Building & Trades Council, AFL-CIO, the County

\_\_\_\_\_ of Middlesex and dated \_\_\_\_\_ (the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm, Contractor(s) or Subcontractor(s) on a Contract for the MCMS Edison Magnet School which is part of construction for the Middlesex County (THOMAS EDISON PARK) CIO Strategic Investment Plan Construction Project in Edison Township, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

DeSesa Engineering Co., Inc.

Company Name

By: Michael DiDomenico

Contract Number \_\_\_\_\_

Title: President

General Contractor \_\_\_\_\_

Date: 1/22/25

cc: (Unions employed by Contractor)

**To be submitted by the bidder AND any subcontractor named on Bid Proposal Form Section C.1**

I, Michael DiDomenico, of the (City, Town, Borough) of Livingston State of NJ, of full age, being duly sworn according to law on my oath depose and say that:

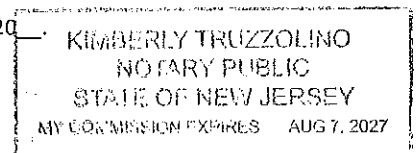
- (1) A current, valid Certificate of Registration from the Department of Labor and Workforce Development issued pursuant to "The Public Works Contractor Registration Act," P.L.1999, c. 238 (C.34: 11- 56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) A suitable quality control and quality insurance program, as well as an appropriate safety and health plan that the firm will have in place during the term of construction of the School Facilities Project.
- (5) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

Name of Contractor  
BY: Michael A. L. [Signature]  
(Signature of Authorized Representative)

**NOTE: THIS FORM IS REQUIRED FOR BOTH THE BIDDER AS WELL AS ALL SUBCONTRACTORS NAMED IN BID PROPOSAL FORM SECTION C.1**

  
\_\_\_\_\_  
Notary Public of NJ

\_\_\_\_\_, 20\_\_\_\_  
NOTARY SEAL:



(to be completed by all Bidders)

[illegible]

I am (official title) \_\_\_\_\_ President \_\_\_\_\_ of the firm/business named DESESA ENGINEERING, and a Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's, the Schools Development Authority's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency. The Bidder understands that the Board of Education shall immediately notify the State, the Financing Authority, the Development Authority, and the New Jersey State Police in writing whenever it appears that a bidder is on the Treasurer's, the Financing Authority's, the Development Authority's or the Federal Government's List. The State and/or the Financing Authority, and/or the Development Authority reserves the right in such circumstances to immediately suspend such bidder from contracting and to take such other actions as is deemed appropriate pursuant to N.J.A.C. 17:19-3.1 et.seq. or any applicable regulation issued by the Financing Authority (e.g., N.J.A.C. 19:30-2.1 et.seq.) or the Development Authority (e.g., N.J.A.C. 19:38A-4.1 et.seq.).

  
(Signature of Authorized Representative)

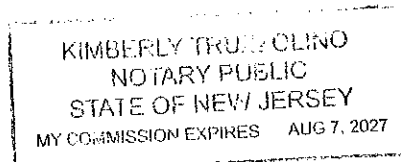
Subscribed and sworn  
before me on this  
30<sup>th</sup> day of

22 May in the year 2025

Notary Public of NJ

My Commission expires \_\_\_\_\_, 20\_\_.

NOTARY SEAL:



**DeSesa**  
**ENGINEERING COMPANY, INC.**  
**83 Dorsa Avenue**  
**Livingston, NJ 07039**  
**Phone (973) 597-0070 Fax (973) 597-0134**

AIR CONDITIONING & HEATING\*DESIGN\*INSTALLATION\*SERVICE\* COMPUTERIZED CONTROL SYSTEMS

**OFFICER DISCLOSURE STATEMENT**

**PRESIDENT**

MICHAEL DIDOMENICO, P. E.  
5 REVERE COURT  
EAST HANOVER, NJ 07936

75%

**SECRETARY/TREASURER**

RALPH DIDOMENICO  
17 CANTERBURY PLACE  
CRANFORD, NJ 07016

25%

**VICE PRESIDENT**

JOSEPH CAPOZZA  
273 SAW MILL ROAD NORTH  
HALEDON, NJ 07508

0%

**DeSesa**  
**ENGINEERING COMPANY, INC.**  
**83 Dorsa Avenue**  
**Livingston, NJ 07039**  
**Phone (973) 597-0070 Fax (973) 597-0134**

AIR CONDITIONING & HEATING\*DESIGN\*INSTALLATION\*SERVICE\* COMPUTERIZED CONTROL SYSTEMS

**OWNERSHIP DISCLOSURE STATEMENT**

**PRESIDENT**

MICHAEL DIDOMENICO, P. E.  
5 REVERE COURT  
EAST HANOVER, NJ 07936

75%

**SECRETARY/TREASURER**

RALPH DIDOMENICO  
17 CANTERBURY PLACE  
CRANFORD, NJ 07016

25%

DESESA ENGINEERING CO INC  
83 DORSA AVE  
LIVINGSTON, NJ 07039

***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 Amount | Trade(s) & License(s)                                           | Effective Date           | Expiration Date |
|------------------|-----------------------------------------------------------------|--------------------------|-----------------|
| \$75,000,000     | C043 -CONTROL SYSTEMS<br>C032 -HVACR<br>license #: 19HC00559300 | 11/15/2024<br>11/15/2024 | 11/14/2026      |

- 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 <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

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

## SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET  
P.O. BOX 991  
TRENTON, NJ 08625-0991

## CONTRACTOR NOTICE OF PREQUALIFICATION

for  
DeSesa Engineering Co Inc  
83 Dorsa Avenue  
Livingston, NJ 07039

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: September 12, 2024

Expiration Date: November 14, 2026

Aggregate Limit: \$75 Million

|                                                                       |                                                                              |                                                                                          |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Construction Manager as Constructor          | <input type="checkbox"/> Sprinkler Systems                                   | <input type="checkbox"/> Pile Driving                                                    |
| <input type="checkbox"/> Design Build                                 | <input type="checkbox"/> Sheet Metal (Mechanical)                            | <input type="checkbox"/> Prefabrication Buildings                                        |
| <input type="checkbox"/> General Construction                         | <input type="checkbox"/> Electrical                                          | <input type="checkbox"/> Prefabrication Music/Sound Clean Rooms                          |
| <input type="checkbox"/> General Construction/Alterations & Additions | <input type="checkbox"/> Communications Systems                              | <input type="checkbox"/> Relocatable Buildings                                           |
| <input type="checkbox"/> Partitions/Ceilings                          | <input type="checkbox"/> Fire Alarm/Signal Systems                           | <input type="checkbox"/> Asbestos Removal/Treatment                                      |
| <input type="checkbox"/> Doors & Hardware                             | <input type="checkbox"/> Security/Intrusion Alarms                           | <input type="checkbox"/> Asbestos Removal/Mechanical                                     |
| <input type="checkbox"/> Windows                                      | <input type="checkbox"/> Audio Visual Systems                                | <input type="checkbox"/> Waste Removal Toxic/Hazardous                                   |
| <input type="checkbox"/> Siding & Gutters                             | <input type="checkbox"/> Site Work                                           | <input type="checkbox"/> Radon Mitigation                                                |
| <input type="checkbox"/> Carpeting                                    | <input type="checkbox"/> Sewage & Water Treatment Plants                     | <input type="checkbox"/> Lead Paint Abatement                                            |
| <input type="checkbox"/> Flooring/Tile                                | <input type="checkbox"/> Sewer Piping & Storm Drains                         | <input type="checkbox"/> Detention Equipment Systems                                     |
| <input type="checkbox"/> Millwork                                     | <input type="checkbox"/> Landscape Construction                              | <input type="checkbox"/> Energy Management Systems                                       |
| <input type="checkbox"/> Insulation                                   | <input type="checkbox"/> Underground Water & Utilities                       | <input type="checkbox"/> Elevators                                                       |
| <input type="checkbox"/> Acoustical                                   | <input type="checkbox"/> Road Construction & Paving                          | <input type="checkbox"/> Museum Exhibits                                                 |
| <input type="checkbox"/> Concrete/Foundation Footings/Masonry Work    | <input type="checkbox"/> Athletic Fields/Tracks/Courts                       | <input type="checkbox"/> Test Boring                                                     |
| <input type="checkbox"/> Gunite                                       | <input type="checkbox"/> Athletic Fields/Synthetic Turf                      | <input type="checkbox"/> Well Drilling                                                   |
| <input type="checkbox"/> Demolition                                   | <input type="checkbox"/> Pumping Stations                                    | <input type="checkbox"/> Microbial Remediation                                           |
| <input type="checkbox"/> Fencing                                      | <input type="checkbox"/> Landscape Irrigation                                | <input type="checkbox"/> Food Service Equipment                                          |
| <input type="checkbox"/> Historical Light Fixture Restoration         | <input type="checkbox"/> Roofing-Membrane EPDM                               | <input type="checkbox"/> School Furnishings                                              |
| <input type="checkbox"/> Historical Restoration                       | <input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE                       | <input type="checkbox"/> Lab Furniture/Equipment                                         |
| <input type="checkbox"/> Pre-Cast Concrete                            | <input type="checkbox"/> Roofing-Membrane Modified Bitumen                   | <input type="checkbox"/> Seating/Bleachers                                               |
| <input type="checkbox"/> Curtain Walls                                | <input type="checkbox"/> Roofing-Urethane                                    | <input type="checkbox"/> Swimming Pools                                                  |
| <input type="checkbox"/> Architectural Cast Iron                      | <input type="checkbox"/> Roofing-Built Up                                    | <input type="checkbox"/> Dust Collectors                                                 |
| <input type="checkbox"/> Welding                                      | <input type="checkbox"/> Roofing-Metal                                       | <input type="checkbox"/> Signage & Graphics                                              |
| <input type="checkbox"/> Structural Steel & Ornamental Iron           | <input type="checkbox"/> Roofing-Tile/Slate/Shingles                         | <input type="checkbox"/> Septic Systems                                                  |
| <input type="checkbox"/> Plumbing                                     | <input type="checkbox"/> Caulking & Waterproofing                            | <input type="checkbox"/> Stage Equipment                                                 |
| <input type="checkbox"/> Oil & Gas Burners                            | <input type="checkbox"/> Scaffolding                                         | <input type="checkbox"/> Underground Storage Tanks/Closure & Installation                |
| <input checked="" type="checkbox"/> HVACR                             | <input type="checkbox"/> Roofing-Historical Sites                            | <input type="checkbox"/> Underground Storage Tanks/Installation                          |
| <input type="checkbox"/> Boilers (New Repair)                         | <input type="checkbox"/> Roofing-TPO                                         | <input type="checkbox"/> Underground Storage Tanks/Closure                               |
| <input type="checkbox"/> Service Station                              | <input type="checkbox"/> Painting-General                                    | <input type="checkbox"/> UST/Tank Testing                                                |
| <input type="checkbox"/> Solar Energy Systems                         | <input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures | <input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis |
| <input type="checkbox"/> Energy Services (ESCO)                       | <input type="checkbox"/> Painting-Historical Sites                           | <input type="checkbox"/> Above Ground Storage Tanks                                      |
| <input type="checkbox"/> Geothermal Loop Systems                      | <input type="checkbox"/> Sandblasting                                        | <input type="checkbox"/> Site Remediation                                                |
| <input type="checkbox"/> Fireproof Applications                       | <input type="checkbox"/> Divers                                              | <input type="checkbox"/> Inside Plant Cable                                              |
| <input type="checkbox"/> Insulation (Mechanical)                      | <input type="checkbox"/> Barges                                              | <input type="checkbox"/> Outside Plant Cable                                             |
| <input type="checkbox"/> Fire Suppression Systems                     | <input type="checkbox"/> Bulkhead & Docks                                    | <input type="checkbox"/> Fiber Installation & Splicing                                   |
| <input checked="" type="checkbox"/> Control Systems                   | <input type="checkbox"/> Jetty & Breakwater                                  |                                                                                          |
| <input type="checkbox"/> Parking & Control Systems                    | <input type="checkbox"/> Dredging                                            |                                                                                          |

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

Certificate Number  
604009

Registration Date: 04/17/2024  
Expiration Date: 04/16/2026



## 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:

De Sesa Engineering Company, Inc.

Responsible Representative(s):  
Michael Didomenico, President

Responsible Representative(s):  
Ralph Didomenico, Secretary

A handwritten signature in cursive script, reading "RA Angelo".

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

NON TRANSFERABLE

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

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTICOLORED  
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 HVACR Contractors

HAS LICENSED

MICHAEL DIDOMENICO  
5 REVERE COURT  
EAST HANOVER NJ 07936

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

05/01/2024 TO 06/30/2026

VALID

Signature of Licensee/Registrant/Certificate Holder

19HC00559300  
LICENSE/REGISTRATION/CERTIFICATION #

Carri Zain  
ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Examiners of HVACR Contractors  
HAS LICENSED  
MICHAEL DIDOMENICO  
Master HVACR Contractor

05/01/2024 TO 06/30/2026  
VALID

SIGNATURE

19HC00559300

License/Registration/Certificate #

ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Examiners of HVACR Contrac  
P.O. Box 47031  
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 Prof. Engineers & Land Surveyors

HAS LICENSED

DE SESA ENGINEERING CO., INC  
MICHAEL DIDOMENICO  
83 DORSA AVE  
Livingston NJ 07039

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

Engineering

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors  
HAS LICENSED  
DE SESA ENGINEERING CO., INC  
Certificate of Authorization  
Engineering

08/08/2024 TO 08/31/2026  
VALID

24GA27928900  
License/Registration/Certificate #

SIGNATURE  
Carri Zaris  
ACTING DIRECTOR

08/08/2024 TO 08/31/2026  
VALID

24GA27928900  
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Prof. Engineers & Land Sur  
P.O. Box 45015  
Newark, NJ 07101

PLEASE DETACH HERE

DE SESA ENGINEERING CO., INC

EXPIRATION DATE 2026

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 24GA 27928900 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Board of Prof. Engineers & Land Surveyors  
P.O. Box 45015  
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 ☐

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

TELEPHONE  
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.

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

HOME ☐

BUSINESS ☐

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

TELEPHONE  
INCLUDE AREA CODE

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

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

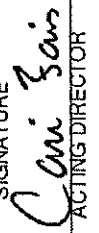
THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

MICHAEL DIDOMENICO  
5 REVERE COURT  
EAST HANOVER NJ 07936-2818

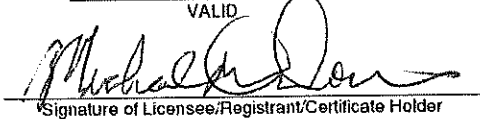
FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors  
HAS LICENSED  
MICHAEL DIDOMENICO  
Professional Engineer

  
SIGNATURE  
  
ACTING DIRECTOR  
02/21/2024 TO 04/30/2026  
VALID  
24GE01794700  
License/Registration/Certificate #

02/21/2024 TO 04/30/2026

VALID

  
Signature of Licensee/Registrant/Certificate Holder

24GE01794700

LICENSE/REGISTRATION/CERTIFICATION #

  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Prof. Engineers & Land Sur  
P.O. Box 45015  
Newark, NJ 07101

PLEASE DETACH HERE

MICHAEL DIDOMENICO

EXPIRATION DATE 2026

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 24GE 01794700 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Board of Prof. Engineers & Land Surveyors  
P.O. Box 45015  
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 ☐

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE  
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.

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THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL  
CORRESPONDENCE.

HOME ☐

BUSINESS ☐

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE  
INCLUDE AREA CODE

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

---

**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-May-2024** to **15-May-2027**

**DESESA ENGINEERING COMPANY, INC.**

**83 DORSA AVENUE**

**LIVINGSTON**

**NJ 07039**



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

09/19/01

**DESEA ENGINEERING COMPANY, INC.**  
**83 DORSA AVE**  
**LIVINGSTON NJ 07039**

Taxpayer Identification# **221-612-310/000**

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                                                                                                                       | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N J 08646-0252 |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| TAXPAYER NAME:                                                                                              | TRADE NAME:                                                                                                           |                                                                                         |
| <b>DESEA ENGINEERING COMPANY, INC.</b>                                                                      |                                                                                                                       |                                                                                         |
| TAXPAYER IDENTIFICATION#                                                                                    | CONTRACTOR CERTIFICATION#                                                                                             |                                                                                         |
| <b>221-612-310/000</b>                                                                                      | <b>0097158</b>                                                                                                        |                                                                                         |
| ADDRESS                                                                                                     | ISSUANCE DATE:                                                                                                        |                                                                                         |
| <b>83 DORSA AVE<br/>LIVINGSTON NJ 07039</b>                                                                 | <b>09/19/01</b>                                                                                                       |                                                                                         |
| EFFECTIVE DATE:                                                                                             | <br>Director, Division of Revenue |                                                                                         |
| <b>09/25/57</b>                                                                                             |                                                                                                                       |                                                                                         |
| FORM-BRC(08-01)                                                                                             | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.              |                                                                                         |

STATE OF NEW JERSEY  
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION  
TRENTON, NEW JERSEY  
08646

The person, partnership 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 location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

BESSEA ENGINEERING COMPANY, INC.  
83 BOWEN STREET  
LIVINGSTON, N.J. 07039

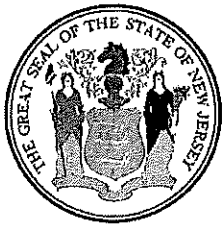
Tax Registration No.  
Tax Effective Date  
Document Locator No.  
Date Issued

221-412-1100/100  
07-01-67  
A000007A000  
04-21-94

*Richard D. Gardiner*

Director, Division of Taxation

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



*State of New Jersey*

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08625-0034

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

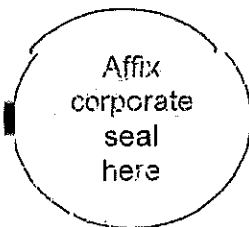
**TOTAL AMOUNT OF  
UNCOMPLETED CONTRACTS**

(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 on contracts is \$ 34,224,300.00

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted,

By DeSesa Engineering Co., Inc  
Name of Firm  
  
Signature

President  
Title

83 Dorsa Avenue, Livingston, NJ  
Business Address

973-597-0070  
Phone

Sworn to and  
subscribed before me  
This 16th day of January  
2025

Notary Public  
  
KIMBERLY TRUZZOLINO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUG 7, 2027

**To be submitted by the bidder AND any subcontractor named on Bid Proposal Form Section C.1**

I, Peter Ventricelli, of the (City, Town, Borough) of Sparta State of NJ, of full age, being duly sworn according to law on my oath depose and say that:

making the Proposal for the above named Projects and that I executed the said Proposal with full authority to do so. The firm of Sparta Steel Corp possesses the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor and Workforce Development issued pursuant to "The Public Works Contractor Registration Act," P.L.1999, c. 238 (C.34: 11- 56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) A suitable quality control and quality insurance program, as well as an appropriate safety and health plan that the firm will have in place during the term of construction of the School Facilities Project.
- (5) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

Michelle Jacobs  
NOTARY PUBLIC- STATE OF NEW JERSEY  
MY COMMISSION EXPIRES March 23, 2025.

C.2-23

**JERSEY LETTER  
OF ASSENT**

Re: Project Labor Agreement  
The Middlesex County Building & Trades Council, AFL-CIO, the County

\_\_\_\_\_ of Middlesex and dated \_\_\_\_\_ (the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm,  
Contractor(s) or  
Subcontractor(s) on a Contract for the New MCMS Edison Magnet School which is part of  
construction for  
the Middlesex County (THOMAS EDISON PARK) CIO Strategic Investment Plan Construction  
Project in  
Edison Township

, for and in consideration of the award of a Contract to perform work on said Project,  
and in further consideration of the mutual promises made in the Project Labor  
Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Kennil United Corp.  
Company Name

By: Mike Russo 

Title: Project Manager

Date: 1/29/2025

Contract Number \_\_\_\_\_

General Contractor \_\_\_\_\_

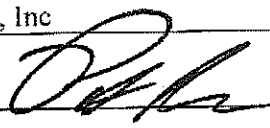
cc: (Unions employed by Contractor)

**JERSEY LETTER  
OF ASSENT**

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The Middlesex County Building & Trades Council, AFL-CIO, the County  
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Agreement, a copy of which was received and is acknowledged, hereby:

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- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Hi-Tech Steel, Inc  
Company Name  
By:   
Title: Patsy Cianicullo, President  
Date: 1/22/2025

Contract Number \_\_\_\_\_  
General Contractor \_\_\_\_\_

cc: (Unions employed by Contractor)

Certificate Number  
607232

Registration Date: 09/18/2024  
Expiration Date: 09/17/2026



## 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:

Spania Steel Corporation  
**2024**

Responsible Representative(s):  
Sheila Ventricelli, President

A handwritten signature in black ink, reading "RA Angelo".

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

NON TRANSFERABLE

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



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY  
*Governor*

SHEILA OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

5-YEAR RECERTIFICATION

**APPROVED**

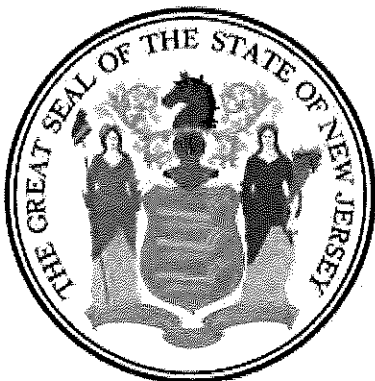
*under the*

Small Business Set-Aside Act

This certificate acknowledges SPARTA STEEL CORPORATION as a Category 6 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki  
Deputy Director

Issued: 8/28/2023

Certification Number: A0395-95

\*Expiration: 8/28/2028

\*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.



STATE OF NEW JERSEY

## SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET  
P.O. BOX 991  
TRENTON, NJ 08625-0991

## CONTRACTOR NOTICE OF PREQUALIFICATION

for

Sparta Steel Corp  
35 Woodport Road  
Sparta, NJ 07871

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: October 17, 2024

Expiration Date: November 7, 2026

Aggregate Limit: \$60 Million

|                                                                        |                                                                               |                                                                                           |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Construction Manager as Constructor           | <input type="checkbox"/> Sprinkler Systems                                    | <input type="checkbox"/> Pile Driving                                                     |
| <input type="checkbox"/> Design Build                                  | <input type="checkbox"/> Sheet Metal (Mechanical)                             | <input type="checkbox"/> Prefabrication Buildings                                         |
| <input type="checkbox"/> General Construction                          | <input type="checkbox"/> Electrical                                           | <input type="checkbox"/> Prefabrication Music/Sound Clean Rooms                           |
| <input type="checkbox"/> General Construction/Alterations & Additions  | <input type="checkbox"/> Communications Systems                               | <input type="checkbox"/> Relocatable Buildings                                            |
| <input type="checkbox"/> Partitions/Ceilings                           | <input type="checkbox"/> Fire Alarm/Signal Systems                            | <input type="checkbox"/> Asbestos Removal/Treatment                                       |
| <input type="checkbox"/> Doors & Hardware                              | <input type="checkbox"/> Security/Intrusion Alarms                            | <input type="checkbox"/> Asbestos Removal/Mechanical                                      |
| <input type="checkbox"/> Windows                                       | <input type="checkbox"/> Audio Visual Systems                                 | <input type="checkbox"/> Waste Removal Toxic/Hazardous                                    |
| <input type="checkbox"/> Siding & Gutters                              | <input type="checkbox"/> Site Work                                            | <input type="checkbox"/> Radon Mitigation                                                 |
| <input type="checkbox"/> Carpeting                                     | <input type="checkbox"/> Sewage & Water Treatment Plants                      | <input type="checkbox"/> Lead Paint Abatement                                             |
| <input type="checkbox"/> Flooring/Tile                                 | <input type="checkbox"/> Sewer Piping & Storm Drains                          | <input type="checkbox"/> Detention Equipment Systems                                      |
| <input type="checkbox"/> Millwork                                      | <input type="checkbox"/> Landscape Construction                               | <input type="checkbox"/> Energy Management Systems                                        |
| <input type="checkbox"/> Insulation                                    | <input type="checkbox"/> Underground Water & Utilities                        | <input type="checkbox"/> Elevators                                                        |
| <input type="checkbox"/> Acoustical                                    | <input type="checkbox"/> Road Construction & Paving                           | <input type="checkbox"/> Museum Exhibits                                                  |
| <input type="checkbox"/> Concrete/Foundation Footings/ Masonry Work    | <input type="checkbox"/> Athletic Fields/Tracks/Courts                        | <input type="checkbox"/> Test Boring                                                      |
| <input type="checkbox"/> Guniting                                      | <input type="checkbox"/> Athletic Fields/Synthetic Turf                       | <input type="checkbox"/> Well Drilling                                                    |
| <input type="checkbox"/> Demolition                                    | <input type="checkbox"/> Pumping Stations                                     | <input type="checkbox"/> Microbial Remediation                                            |
| <input type="checkbox"/> Fencing                                       | <input type="checkbox"/> Landscape Irrigation                                 | <input type="checkbox"/> Food Service Equipment                                           |
| <input type="checkbox"/> Historical Light Fixture Restoration          | <input type="checkbox"/> Roofing-Membrane EPDM                                | <input type="checkbox"/> School Furnishings                                               |
| <input type="checkbox"/> Historical Restoration                        | <input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE                        | <input type="checkbox"/> Lab Furniture/Equipment                                          |
| <input type="checkbox"/> Pre-Cast Concrete                             | <input type="checkbox"/> Roofing-Membrane Modified Bitumen                    | <input type="checkbox"/> Seating/Bleachers                                                |
| <input type="checkbox"/> Curtain Walls                                 | <input type="checkbox"/> Roofing-Urethane                                     | <input type="checkbox"/> Swimming Pools                                                   |
| <input type="checkbox"/> Architectural Cast Iron                       | <input type="checkbox"/> Roofing-Built Up                                     | <input type="checkbox"/> Dust Collectors                                                  |
| <input type="checkbox"/> Welding                                       | <input type="checkbox"/> Roofing-Metal                                        | <input type="checkbox"/> Signage & Graphics                                               |
| <input checked="" type="checkbox"/> Structural Steel & Ornamental Iron | <input type="checkbox"/> Roofing-Tile/Slate/Shingles                          | <input type="checkbox"/> Septic Systems                                                   |
| <input type="checkbox"/> Plumbing                                      | <input type="checkbox"/> Caulking & Waterproofing                             | <input type="checkbox"/> Stage Equipment                                                  |
| <input type="checkbox"/> Oil & Gas Burners                             | <input type="checkbox"/> Scaffolding                                          | <input type="checkbox"/> Underground Storage Tanks/Closure & Installation                 |
| <input type="checkbox"/> HVAC/R                                        | <input type="checkbox"/> Roofing-Historical Sites                             | <input type="checkbox"/> Underground Storage Tanks/Installation                           |
| <input type="checkbox"/> Boilers (New Repair)                          | <input type="checkbox"/> Roofing-TPO                                          | <input type="checkbox"/> Underground Storage Tanks/Closure                                |
| <input type="checkbox"/> Service Station                               | <input type="checkbox"/> Painting-General                                     | <input type="checkbox"/> UST/Tank Testing                                                 |
| <input type="checkbox"/> Solar Energy Systems                          | <input type="checkbox"/> Painting-Tanks/Steel Structures/ Elevated Structures | <input type="checkbox"/> Underground Storage Tanks/ Corrosion Protection Systems Analysis |
| <input type="checkbox"/> Energy Services (ESCO)                        | <input type="checkbox"/> Painting-Historical Sites                            | <input type="checkbox"/> Above Ground Storage Tanks                                       |
| <input type="checkbox"/> Geothermal Loop Systems                       | <input type="checkbox"/> Sandblasting                                         | <input type="checkbox"/> Site Remediation                                                 |
| <input type="checkbox"/> Fireproof Applications                        | <input type="checkbox"/> Divers                                               | <input type="checkbox"/> Inside Plant Cable                                               |
| <input type="checkbox"/> Insulation (Mechanical)                       | <input type="checkbox"/> Barges                                               | <input type="checkbox"/> Outside Plant Cable                                              |
| <input type="checkbox"/> Fire Suppression Systems                      | <input type="checkbox"/> Bulkhead & Docks                                     | <input type="checkbox"/> Fiber Installation & Splicing                                    |
| <input type="checkbox"/> Control Systems                               | <input type="checkbox"/> Jetty & Breakwater                                   |                                                                                           |
| <input type="checkbox"/> Parking & Control Systems                     | <input type="checkbox"/> Dredging                                             |                                                                                           |

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>



*State of New Jersey*

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08626-0034

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 on contracts is \$ 3,850,273.00

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully submitted,

By Sparta Steel Corp

Name of Firm

Signature

VP

Title  
35 Woodport Rd, Sparta NJ 07871

Business Address

Phone  
973-729-3460

Sworn to and  
subscribed before me  
This day of  
20

01-28-2025

Notary Public

Michelle Jacobs

DPMO Mich Jacobs  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES March 23, 2025

## NJSDA TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

I certify that the Firm's total amount of uncompleted construction work (defined as the total contract value of unbilled work - including public and private) as of the bid due date is \$ 3,850,273.00

A firm may exclude from "uncompleted construction work" the following:

- "Non-at-Risk" construction management services (also known as "fee only" construction management services) where the firm is acting strictly as an agent for the owner.
- On any project where the firm was awarded a single prime contract which encompasses work to be performed by a subcontractor in a principal trade defined as plumbing and gas fitting; steam and hot water heating and ventilation; electrical; or structural steel and ornamental iron work, the firm may calculate the value of the awarded contract by deducting eighty-five percent (85%) of the actual subcontract price of the work to be performed by principal trade(s) from the actual price of the contract awarded to it. The firm will have the burden of proving that the work is encompassed by the principal trades and the value of the amount of work performed by those principal trades.

I further certify that the amount of this bid proposal, including the amount listed above does not exceed my New Jersey Schools Development Authority, Aggregate Rating limit.

Respectfully submitted,

SPARTA STEEL CORP

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

Name of Firm

Signature

Peter Ventricelli VP

Type or Print Name and Title

35 Woodport Rd, Sparta NJ 07871

Business Address

973-729-3460

Telephone

Affix  
Corporate  
Seal

01-28-2025

SPARTA STEEL CORPORATION  
35 WOODPORT ROAD  
SPARTA, NJ 07871

*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 Amount | Trade(s) & License(s)                    | Effective Date | Expiration Date |
|------------------|------------------------------------------|----------------|-----------------|
| \$60,000,000     | C029 -STRUCTURAL STEEL & ORNAMENTAL IRON | 11/08/2024     | 11/07/2026      |

- 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 <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

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  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

**SPARTA STEEL CORPORATION**

TAXPAYER IDENTIFICATION#

**223-242-557/000**

ADDRESS

**41 CHEYENNE TRAIL  
SPARTA NJ 07871-2924**

EFFECTIVE DATE:

**02/09/93**

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

**0097025**

ISSUANCE DATE:

**10/18/01**

*Patricia A. Chiacchis*

Director, Division of Revenue

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SPARTA STEEL CORPORATION

**Trade Name:**

**Address:** 35 WOODPORT ROAD  
SPARTA, NJ 07871-2408

**Certificate Number:** 0097025

**Effective Date:** December 13, 1993

**Date of Issuance:** June 09, 2021

**For Office Use Only:**

20210609122733757

STATE OF NEW JERSEY  
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION  
TRENTON, NEW JERSEY  
1-000000

This person, partnership 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 location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

SPARTA STEEL CORPORATION  
35 WOODPORT ROAD  
SPARTA, NJ 07871-2324

Tax Registration No.  
Tax Effective Date  
Document Locator No.  
Date Issued

*Richard D. Hardin*  
Director, Division of Taxation  
22B-242-557000  
05-01-94  
80008463875  
05-03-96

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

(See Reverse Side)

CAS 1 (10-84)

**To be submitted by the bidder AND any subcontractor named on Bid Proposal Form Section C.1**

I, Christopher Guzman, of the (City, Town, Borough) of Upper Saddle River State of NJ, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Brooks Mechanical Consultants, Inc, the Plumbing Contractor making the Proposal for the above named Projects and that I executed the said Proposal with full authority to do so. The firm of Brooks Mechanical Consultants, Inc possesses the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor and Workforce Development issued pursuant to "The Public Works Contractor Registration Act," P.L.1999, c. 238 (C.34: 11- 56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) A suitable quality control and quality insurance program, as well as an appropriate safety and health plan that the firm will have in place during the term of construction of the School Facilities Project.
- (5) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

~~Name of Contractor~~

Subscribed and sworn  
before me on this

year 2026  
**Antonii Andreevski**  
 Notary Public  
 — **Bergen County, New Jersey**  
 Notary Public ID # **2371002**  
**My Commission Expires Dec. 23, 2028**  
 My Commission expires

**NOTE: THIS FORM IS REQUIRED FOR BOTH THE BIDDER AS WELL AS ALL SUBCONTRACTORS NAMED IN BID PROPOSAL FORM SECTION C.1**

NOTARY SEAL:

**JERSEY LETTER  
OF ASSENT**

Re: Project Labor Agreement  
The Middlesex County Building & Trades Council, AFL-CIO, the County

-  
of Middlesex and dated TBD (the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm,  
Contractor(s) or  
Subcontractor(s) on a Contract for the New MCMS Edison Magnet School which is part of  
construction for  
the Middlesex County (THOMAS EDISON PARK) CIO Strategic Investment Plan Construction  
Project in  
Edison Township  
, for and in consideration of the award of a Contract to perform work on said Project,  
and in further consideration of the mutual promises made in the Project Labor  
Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Brooks Mechanical Consultants, Inc.

Company Name

By: Chris Guzman

Contract Number TBD

Title: President

General Contractor                     

Date: 1/29/25

cc: (Unions employed by Contractor)

*(to be completed by all Bidders)*

STATE OF NEW JERSEY        )  
COUNTY OF    Bergen        ) SS.

I am (official title) President of the firm/business named Brooks Mechanical Consultants, Inc., and a Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's, the Schools Development Authority's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency. The Bidder understands that the Board of Education shall immediately notify the State, the Financing Authority, the Development Authority, and the New Jersey State Police in writing whenever it appears that a bidder is on the Treasurer's, the Financing Authority's, the Development Authority's or the Federal Government's List. The State and/or the Financing Authority, and/or the Development Authority reserves the right in such circumstances to immediately suspend such bidder from contracting and to take such other actions as is deemed appropriate pursuant to N.J.A.C. 17:19-3.1 et.seq. or any applicable regulation issued by the Financing Authority (e.g., N.J.A.C. 19:30-2.1 et.seq.) or the Development Authority (e.g., N.J.A.C. 19:38A-4.1 et.seq.).

  
(Signature of Authorized Representative)

Chris Guzman, President  
(Name and Title of Authorized Representative)

Subscribed and sworn  
before me on this

29 / day of  
January / in the year

20<sup>25</sup> **Antoni Andreevski**  
 \_\_\_\_\_ **Notary Public**  
 \_\_\_\_\_ **Bergen County, New Jersey**  
 \_\_\_\_\_ **I.D. #2371002**

My Commission Expires Dec. 23, 2028

NOTARY SEAL:



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BROOKS MECHANICAL CONSULTANTS, INC.

**Trade Name:**

**Address:** 15-19 EAST 13TH STREET  
PATERSON, NJ 07524

**Certificate Number:** 0097918

**Effective Date:** April 21, 1997

**Date of Issuance:** August 26, 2015

**For Office Use Only:**

20150826124704327

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N. J. 08646

The person, partnership 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 location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

*Robert K. Thompson*

Acting Director, Division of Taxation

**BROOKS MECHANICAL CONSULTANTS,**  
1 HOLLYWOOD AVE.  
HO HO KUS NJ 07023



Tax Registration No. 223-388-884/000

Tax Effective Date: 06-29-95

Document Locator No. 80000675722

Date Issued: 11-16-00

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

BROOKS MECHANICAL CONSULTANTS, INC.  
15-19 EAST 13TH STREET  
PATERSON , NJ 07524

*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 Amount | Trade(s) & License(s)                     | Effective Date | Expiration Date |
|------------------|-------------------------------------------|----------------|-----------------|
| \$30,000,000     | C030 -PLUMBING<br>license #: 36BI01286700 | 11/18/2023     | 11/17/2025      |

- 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 <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

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.

## NJSDA TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

I certify that the Firm's total amount of uncompleted construction work (defined as the total contract value of unbilled work - including public and private) as of the bid due date is \$ 7,524,350.00

A firm may **exclude** from "uncompleted construction work" the following:

- "Non-at-Risk" construction management services (also known as "fee only" construction management services) where the firm is acting strictly as an agent for the owner.
- On any project where the firm was awarded a single prime contract which encompasses work to be performed by a subcontractor in a principal trade defined as plumbing and gas fitting; steam and hot water heating and ventilation; electrical; or structural steel and ornamental iron work, the firm may calculate the value of the awarded contract by deducting eighty-five percent (85%) of the actual subcontract price of the work to be performed by principal trade(s) from the actual price of the contract awarded to it. The firm will have the burden of proving that the work is encompassed by the principal trades and the value of the amount of work performed by those principal trades.

I further certify that the amount of this bid proposal, including the amount listed above does not exceed my New Jersey Schools Development Authority, Aggregate Rating limit.

Respectfully submitted,

Affix  
Corporate  
Seal

By: Brooks Mechanical Consultants, Inc.

Name of Firm

Signature

Christopher Guzman, President

Type or Print Name and Title

Business Address

15 - 19 East 13 Street

Paterson NJ 07524

973-653-9464

Telephone

Date: 01/22/25



STATE OF NEW JERSEY

**SCHOOLS DEVELOPMENT AUTHORITY**32 EAST FRONT STREET  
P.O. BOX 991  
TRENTON, NJ 08625-0991**CONTRACTOR NOTICE OF PREQUALIFICATION**

for

Brooks Mechanical Consultants, Inc.

15-19 East 13th Street

Paterson, NJ 07524

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: November 1, 2023

Expiration Date: November 17, 2025

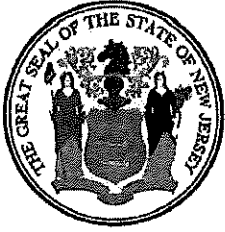
Aggregate Limit: \$30 Million

|                                                                       |                                                                               |                                                                                           |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Construction Manager as Constructor          | <input type="checkbox"/> Sprinkler Systems                                    | <input type="checkbox"/> Pile Driving                                                     |
| <input type="checkbox"/> Design Build                                 | <input type="checkbox"/> Sheet Metal (Mechanical)                             | <input type="checkbox"/> Prefabrication Buildings                                         |
| <input type="checkbox"/> General Construction                         | <input type="checkbox"/> Electrical                                           | <input type="checkbox"/> Prefabrication Music/Sound Clean Rooms                           |
| <input type="checkbox"/> General Construction/Alterations & Additions | <input type="checkbox"/> Communications Systems                               | <input type="checkbox"/> Relocatable Buildings                                            |
| <input type="checkbox"/> Partitions/Ceilings                          | <input type="checkbox"/> Fire Alarm/Signal Systems                            | <input type="checkbox"/> Asbestos Removal/Treatment                                       |
| <input type="checkbox"/> Doors & Hardware                             | <input type="checkbox"/> Security/Intrusion Alarms                            | <input type="checkbox"/> Asbestos Removal/Mechanical                                      |
| <input type="checkbox"/> Windows                                      | <input type="checkbox"/> Audio Visual Systems                                 | <input type="checkbox"/> Waste Removal Toxic/Hazardous                                    |
| <input type="checkbox"/> Siding & Gutters                             | <input type="checkbox"/> Site Work                                            | <input type="checkbox"/> Radon Mitigation                                                 |
| <input type="checkbox"/> Carpeting                                    | <input type="checkbox"/> Sewage & Water Treatment Plants                      | <input type="checkbox"/> Lead Paint Abatement                                             |
| <input type="checkbox"/> Flooring/Tile                                | <input type="checkbox"/> Sewer Piping & Storm Drains                          | <input type="checkbox"/> Detention Equipment Systems                                      |
| <input type="checkbox"/> Millwork                                     | <input type="checkbox"/> Landscape Construction                               | <input type="checkbox"/> Energy Management Systems                                        |
| <input type="checkbox"/> Insulation                                   | <input type="checkbox"/> Underground Water & Utilities                        | <input type="checkbox"/> Elevators                                                        |
| <input type="checkbox"/> Acoustical                                   | <input type="checkbox"/> Road Construction & Paving                           | <input type="checkbox"/> Museum Exhibits                                                  |
| <input type="checkbox"/> Concrete/Foundation Footings/ Masonry Work   | <input type="checkbox"/> Athletic Fields/Tracks/Courts                        | <input type="checkbox"/> Test Boring                                                      |
| <input type="checkbox"/> Gunite                                       | <input type="checkbox"/> Athletic Fields/Synthetic Turf                       | <input type="checkbox"/> Well Drilling                                                    |
| <input type="checkbox"/> Demolition                                   | <input type="checkbox"/> Pumping Stations                                     | <input type="checkbox"/> Microbial Remediation                                            |
| <input type="checkbox"/> Fencing                                      | <input type="checkbox"/> Landscape Irrigation                                 | <input type="checkbox"/> Food Service Equipment                                           |
| <input type="checkbox"/> Historical Light Fixture Restoration         | <input type="checkbox"/> Roofing-Membrane EPDM                                | <input type="checkbox"/> School Furnishings                                               |
| <input type="checkbox"/> Historical Restoration                       | <input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE                        | <input type="checkbox"/> Lab Furniture/Equipment                                          |
| <input type="checkbox"/> Pre-Cast Concrete                            | <input type="checkbox"/> Roofing-Membrane Modified Bitumen                    | <input type="checkbox"/> Seating/Bleachers                                                |
| <input type="checkbox"/> Curtain Walls                                | <input type="checkbox"/> Roofing-Urethane                                     | <input type="checkbox"/> Swimming Pools                                                   |
| <input type="checkbox"/> Architectural Cast Iron                      | <input type="checkbox"/> Roofing-Built Up                                     | <input type="checkbox"/> Dust Collectors                                                  |
| <input type="checkbox"/> Welding                                      | <input type="checkbox"/> Roofing-Metal                                        | <input type="checkbox"/> Signage & Graphics                                               |
| <input type="checkbox"/> Structural Steel & Ornamental Iron           | <input type="checkbox"/> Roofing-Tile/Slate/Shingles                          | <input type="checkbox"/> Septic Systems                                                   |
| <input checked="" type="checkbox"/> Plumbing                          | <input type="checkbox"/> Caulking & Waterproofing                             | <input type="checkbox"/> Stage Equipment                                                  |
| <input type="checkbox"/> Oil & Gas Burners                            | <input type="checkbox"/> Scaffolding                                          | <input type="checkbox"/> Underground Storage Tanks/Closure & Installation                 |
| <input type="checkbox"/> HVACR                                        | <input type="checkbox"/> Roofing-Historical Sites                             | <input type="checkbox"/> Underground Storage Tanks/Installation                           |
| <input type="checkbox"/> Boilers (New Repair)                         | <input type="checkbox"/> Roofing-TPO                                          | <input type="checkbox"/> Underground Storage Tanks/Closure                                |
| <input type="checkbox"/> Service Station                              | <input type="checkbox"/> Painting-General                                     | <input type="checkbox"/> UST/Tank Testing                                                 |
| <input type="checkbox"/> Solar Energy Systems                         | <input type="checkbox"/> Painting-Tanks/Steel Structures/ Elevated Structures | <input type="checkbox"/> Underground Storage Tanks/ Corrosion Protection Systems Analysis |
| <input type="checkbox"/> Energy Services (ESCO)                       | <input type="checkbox"/> Painting-Historical Sites                            | <input type="checkbox"/> Above Ground Storage Tanks                                       |
| <input type="checkbox"/> Geothermal Loop Systems                      | <input type="checkbox"/> Sandblasting                                         | <input type="checkbox"/> Site Remediation                                                 |
| <input type="checkbox"/> Fireproof Applications                       | <input type="checkbox"/> Divers                                               | <input type="checkbox"/> Inside Plant Cable                                               |
| <input type="checkbox"/> Insulation (Mechanical)                      | <input type="checkbox"/> Barges                                               | <input type="checkbox"/> Outside Plant Cable                                              |
| <input type="checkbox"/> Fire Suppression Systems                     | <input type="checkbox"/> Bulkhead & Docks                                     | <input type="checkbox"/> Fiber Installation & Splicing                                    |
| <input type="checkbox"/> Control Systems                              | <input type="checkbox"/> Jetty & Breakwater                                   |                                                                                           |
| <input type="checkbox"/> Parking & Control Systems                    | <input type="checkbox"/> Dredging                                             |                                                                                           |

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

**NJSDA Risk Management – Prequalification Unit – 609-858-5355**



*State of New Jersey*

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08625-0034

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 on contracts is \$ 7,524,350.00.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted,

By Brooks Mechanical Consultants, Inc.

Name of Firm

Signature

President

Title

15 - 19 East 13th Street

Business Address

Paterson NJ 07524

973-653-9464

Phone

Sworn to and  
subscribed before me

This 22 day of January  
20 25

Antoni Andreevski

Notary Public

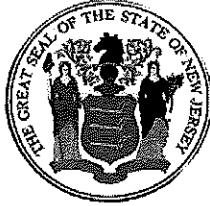
Notary Public Bergen County, New Jersey

I.D. #2371002

My Commission Expires Dec. 23, 2028

Certificate Number  
604940

Registration Date: 04/15/2024  
Expiration Date: 04/14/2026



## 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:

Brooks Mechanical Consultants, Inc.

Responsible Representative(s):  
Chris Guzman, President

Responsible Representative(s):  
Damon Henderson, Owner

A handwritten signature in cursive script, reading "RA Angelo".

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

NON TRANSFERABLE

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



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY  
*Governor*

TAHESHA WAY, ESQ.  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

5-YEAR RECERTIFICATION

### APPROVED

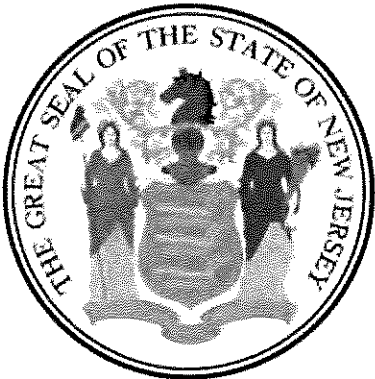
*under the*

Small Business Set-Aside Act

This certificate acknowledges BROOKS MECHANICAL CONSULTANTS, INC. as a Category 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki  
Deputy Director

Issued: 12/8/2023

Certification Number: A0429-39

\*Expiration: 12/8/2028

\*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.

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

THIS IS TO CERTIFY THAT THE  
**Board of Exam. of Master Plumbers**

**HAS LICENSED**

**Damon D. Henderson**  
**T/A Brooks Mech Consultants Inc**  
**15-19 East 13th Street**  
**Paterson NJ 07524**

**FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber**

**06/04/2023 TO 06/30/2025**

**VALID**



Signature of Licensee/Registrant/Certificate Holder

**36BI01286700**

**LICENSE/REGISTRATION/CERTIFICATION #**



ACTING DIRECTOR

**To be submitted by the bidder AND any subcontractor named on Bid Proposal Form Section C.1**

C.2-23

JERSEY LETTER  
OF ASSENT

Re: Project Labor Agreement  
The Middlesex County Building & Trades Council, AFL-CIO, the County  
-  
of Middlesex and dated TBD (the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm,  
Contractor(s) or  
Subcontractor(s) on a Contract for the New MCMS Edison Magnet School which is part of  
construction for  
the Middlesex County (THOMAS EDISON PARK) CIO Strategic Investment Plan Construction  
Project in  
Edison Township  
, for and in consideration of the award of a Contract to perform work on said Project,  
and in further consideration of the mutual promises made in the Project Labor  
Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Scout Electric Inc.

Company Name  
By: Robert Fathers

Contract Number TBD

Title: President

General Contractor                     

Date: January 29, 2025

cc: (Unions employed by Contractor)



*State of New Jersey*

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08625-0034

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 on contracts is \$ 2,850,000.00.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted,

By Scout Electric Inc.

Name of Firm

Robert Lathers

Signature

President

Title

18 Fox Run

Business Address

Denville, New Jersey 07834

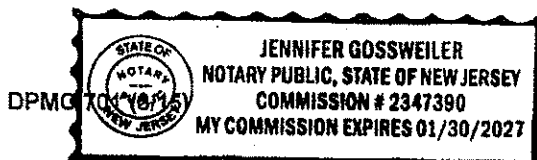
(973) 808-5770

Phone

Sworn to and  
subscribed before me  
This 28 day of JAN  
2025

Notary Public

Jennifer Gossweiler



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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
SCOUT ELECTRIC, INC.

TAXPAYER IDENTIFICATION#  
222-355-377/000

ADDRESS  
18 FOX RUN  
DENVER NJ 07834

EFFECTIVE DATE:  
05/05/81

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#  
0097442

ISSUANCE DATE:  
09/19/01

*Patricia A. Chiacchis*

Director, Division of Revenue

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

SCOUT ELECTRIC INC  
18 FOX RUN  
DENVER, NJ 07834

**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 Amount | Trade(s) & License(s)                       | Effective Date | Expiration Date |
|------------------|---------------------------------------------|----------------|-----------------|
| \$9,000,000      | C047 -ELECTRICAL<br>license #: 34EI00616200 | 03/06/2023     | 03/05/2025      |

- 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 <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

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  
New Jersey Office of the Attorney General  
Division of Consumer Affairs



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

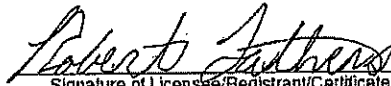
HAS LICENSED

ROBERT FATHERS  
18 FOX RUN  
DENVER NJ 07834-3024

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

03/21/2024 TO 03/31/2027  
VALID

34EI00616200  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

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

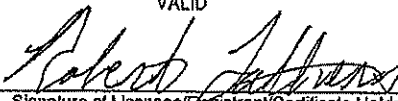
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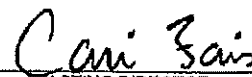
SCOUT ELEC INC  
ROBERT FATHERS  
18 FOX RUN  
DENVER NJ 07834-3024

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

03/25/2024 TO 03/31/2027  
VALID

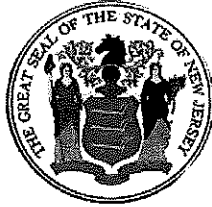
34EB00616200  
LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

Certificate Number  
605678

Registration Date: 08/20/2024  
Expiration Date: 08/19/2026



## 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:

Scout Electric Inc  
**2024**

Responsible Representative(s):  
Robert Fathers, President

Responsible Representative(s):  
John Fata, Secretary

A handwritten signature in black ink, reading "RA Angelo".

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY  
**SALES TAX CERTIFICATE OF AUTHORITY**  
THE NEW JERSEY SALES AND USE TAX ACT (C. 30. L. 1988)  
DIVISION OF TAXATION  
TRENTON, NEW JERSEY 08646

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.

*John R. Baldwin*  
Director, Division of Taxation

**SCOUT ELECTRIC INC**  
**18 FOX RUN**  
**DENVILLE**

**N J 07834**

Certificate No. **222-355-377/000**  
Date Issued **05-18-81**  
**A-666294**

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