

REVISED2 BID PROPOSAL

FOR THE
Proposed

 ORIGINAL

Construction of New MCMS Edison Magnet School

for the

Middlesex County Magnet Schools Board of Education

Edison, Middlesex County, New Jersey

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

Hall Construction Co., Inc.

Construction of New MCMS 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: Hall Construction Co., Inc.

Address: 1720 Highway 34, PO Box 1448

Wall, NJ 07719

Phone: 732-938-4255

Fax: 732-938-4452

E-Mail: mhall@hallgc.com

Trade: C008 General Construction

DATE: 1/30/2024

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
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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 Eight Million Eight Hundred Eighty Eight Thousand Dollars

\$ 48,888,000

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Addendum #3: January 16, 2025

State the breakdown per Building Area **	
BUILDING AREA 'AB'	\$ 31,777,200
BUILDING AREA 'C'	\$ 17,110,800

**** 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 C029	WEIR WELDING COMPANY, INC.
Plumbing: C030	Brooks Mechanical Consultants, Inc.
HVACR C032	PREFERRED MECHANICAL INC.
Electrical: C047	Beach Electric Company, Inc.
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.

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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	Subgrade Reconstruction for 1,000 CY Unit Price per Cubic Yard \$ <u>115</u> /CY Price to include all work necessary and incidental to 1. Excavation and offsite disposal of unsuitable materials, 2. Import of clean stone, and 3. Placement of imported stone to replace unsuitable materials in accordance with plans and specification section 312000 Earth Moving. <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>	Total \$ <u>115,000</u> (Unit Price x 1,000 CY)
Allowance GC-5	Utility Trenching and Repair Allowance for 800 LF Unit Price per Linear Feet \$ <u>135</u> /LF 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. <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>	Total \$ <u>108,000</u> (Unit Price x 800 LF)
Allowance GC-6	Utility Pullbox Allowance for 8 units Unit Price per pullbox \$ <u>5,100</u> /per unit Price shall include all work necessary and incidental to install one pullbox for utility access in a parking lot. <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>	Total \$ <u>40,800</u> (Unit Price x 8 units)
Allowance GC-7	Rock Removal Allowance for 100 Tons Unit Price per ton \$ <u>95</u> /per ton Price shall include all work necessary and incidental to remove and dispose of rock as defined in Specification 312000 1.4.1. <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>	Total \$ <u>9,500</u> (Unit Price x 100 tons)
The Overall Contract Bid shall include all the above allowances.		

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ALTERNATE BIDS:

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

Seventy Thousand and 00/100 _____ Dollars

ADD \$ 70,000

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

Thirty-Nine Thousand and 00/100 _____ Dollars

ADD \$ 39,000

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

One Hundred Five Thousand and 00/100 _____ Dollars

ADD \$ 105,000

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

Forty-Four Thousand and 00/100 _____ Dollars

ADD \$ 44,000

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

Twenty-Two Thousand and 00/100 _____ Dollars

ADD / DEDUCT \$ 22,000

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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.

Seven Thousand and 00/100 _____ Dollars

ADD / **DEDUCT** \$ 7,000

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.

Thirty-Three Thousand and 00/100 _____ Dollars

ADD / **DEDUCT** \$ 33,000

(per Addendum #4)

ALTERNATE BID A-9 8

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.

One Hundred Twenty Thousand and 00/100 _____ Dollars

ADD \$ 120,000

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.

Sixty-One Thousand and 00/100 _____ Dollars

ADD \$ 61,000

UNIT PRICES:

- A. Should the occasion arise that the extent of certain Work required by the Contract Documents is increased or decreased, the Contract Sum shall be adjusted accordingly on the basis of the Unit Prices described below.
- B. These Unit Prices shall include all materials, labor, transportation, tools, equipment, services and installations necessary to complete the work described. Overhead, insurance and profit shall also be included.
- C. Refer to Section 012200 "Unit Prices" for additional information.

GENERAL CONSTRUCTION UNIT PRICES

UP-1	Provide one additional Data Outlet (assuming a 175' run from an IDF/MDF closet)	\$ <u>740</u>	/ Unit
UP-2	Provide one additional Duplex Receptacle 120v (assuming a 25' wire run)	\$ <u>430</u>	/ Unit
UP-3	Provide one additional exit sign Type 'EX'	\$ <u>300</u>	/ Unit
UP-4	Provide one additional Manual Fire Alarm Pull Station	\$ <u>360</u>	/ Unit
UP-5	Provide 6" County Concrete Curb at full depth per detail on sheet C601	\$ <u>38</u>	/ LF
UP-6	Provide sidewalk at full depth per detail on sheet C601	\$ <u>14</u>	/ SF

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 Jan. 16 2025
Addendum # 2 dated Jan. 2 2025 Addendum # 4 dated Jan. 21 2025

☐ No Addendum

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 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.

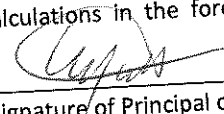
LIQUIDATED DAMAGES:

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.

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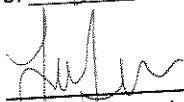
Comm. No. 23-8940
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I hereby certify that I have reviewed the accuracy of all calculations in the foregoing bid and there are no mathematical errors.


Signature of Principal or Authorized Agent

Sworn and subscribed to
Before me this 30th day
of January, 2025

Mark D. Hall, President
Printed Name of Principal or Authorized Agent


Notary Public of New Jersey
My Commission expires
Jan. 19, 2029

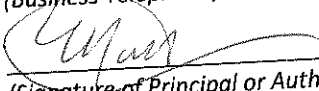
Submitted by:

Hall Construction Co., Inc.
(Official / Legal Name of Business)

1720 Highway 34, PO Box 1448, Wall, NJ 07719
(Business Address)

732-938-4255

(Business Telephone)

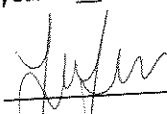

(Signature of Principal or Authorized Agent)

Mark D. Hall, President
(Print Name of Principal or Authorized Agent)

END OF SECTION C.1

LAUREN A. FRAZEE
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029

Subscribed and sworn
before me on this
30th day of
January in the
year 2025.


Notary Public of NJ

NOTARY SEAL:

LAUREN A. FRAZEE
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029



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. Hall Construction Co., Inc.
(Name of Bidder)
2. 1720 Highway 34, Wall, NJ 07719
(Permanent Main Office Address)
3. August 1955
(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: 70.
6. How many years experience in construction work has your organization had (a) As a general contractor?
70 (b) As a subcontractor? _____
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
Mark D. Hall	President	40+ years	Commercial, Public, Historic Large Scale General Construction	Project Executive
Scott V. Hall	VP and Secretary	35+ years	Commercial, Public, Historic Large Scale General Construction	Director of Construction
Margaret M. Lefebvre	Treasurer	40+ years	Commercial, Public, Historic Large Scale General Construction	Treasurer

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Construction of New MCMS Edison Magnet School

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)

Please see attached Contracts on Hand List.

11. General character of work performed by the Bidder: Complex Large Scale Public, Historic and Commercial Construction Projects

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

If so, where and why? N/A

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

If so, where and why? N/A

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

Please see attached Construction Experience List.

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

Please see attached Construction Experience List.

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: N/A

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

C.2-2

MIDDLESEX COUNTY MAGNET SCHOOLS
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Mark D. Hall, President - 40+ years; Scott V. Hall, Vice President and Secretary - 35+ years;

Margaret M. Lefebvre, Treasurer - 40+ years

18. Bank Reference: Bill Ruckert, The Provident Bank - T: 732-800-0544

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 JAN day of 20, 2025.

Hall Construction Co., Inc.

(Official / Legal Name of Business)

[Signature]

(Signature of Principal or Authorized Agent)

Mark D. Hall, President

(Print Name of Principal or Authorized Agent)

Subscribed and sworn
before me on this

30 day of
JAN in the

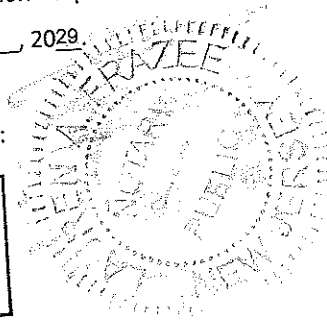
year 2025.

[Signature]
Notary Public of NJ

My Commission expires
Jan. 19, 2029.

NOTARY SEAL:

LAUREN A. FRAZEE
 Commission # 50217896
 Notary Public, State of New Jersey
 My Commission Expires
 January 19, 2029



CONTRACTS ON HAND

OWNER	LOCATION	DESCRIPTION	CONTRACT AMOUNT	ESTIMATED COMPLETION
County of Bergen	Hackensack, NJ	Bergen County Justice Center Restoration	\$7,906,000	11/2025
County of Middlesex	Sayreville, NJ	Fire Academy Warehouse Construction	\$12,762,000	9/2025
County of Middlesex	Sayreville, NJ	Fire Academy Parking Lot Expansion	\$3,239,031	4/2025
Port Authority of NY/NJ	Hoboken, NJ	Hoboken Station Rehab	\$20,408,368	8/2025
NJ Transit Corp.	Perth Amboy, NJ	Rail Station Accessibility Improvements	\$45,545,000	12/2025
City of Hoboken	Hoboken, NJ	City Hall Portico Restoration	\$1,322,490	4/2025
City of Atlantic City	Atlantic City, NJ	Fire Station Roof & Masonry Restoration	\$3,813,000	8/2025
Borough of Manasquan	Manasquan, NJ	Window Replacement	\$39,525	3/2025
NJ Transit Corp.	Jersey City/Hoboken NJ	Long Slip Rail & Ferry	\$2,396,629	1/2027
City of Hoboken	Hoboken, NJ	1313 Washington St	\$32,300	6/2025
TOTAL			\$97,464,343	-

Name of Project / Location	Owner	Architect / Engineer	Contract Amount	Completion
Current Projects				
NJ Transit Long Slip Hoboken & Jersey City, NJ (as Subcontractor)	NJ Transit Corp.	AECOM	\$2,396,629	Jan. 2027
Atlantic City Firehouse #2 Roof Replacement & Masonry Restoration Atlantic City, NJ (Historic)	City of Atlantic City	Easton Architects	\$3,813,000	Aug. 2025
Hoboken City Hall Portico Phase 2 Restoration & North Stair Doors Hoboken, NJ (Historic)	City of Hoboken	HMR Architects	\$1,307,000	April. 2025
Bergen County Justice Center – Exterior Historic Restoration # C23-023 Hackensack, NJ (Historic)	County of Bergen	Alaimo Group	\$7,906,000	Nov. 2025
Fire Academy Parking Lot SAY9001 Sayreville, NJ	Middlesex County	FPA Engineers	\$3,239,031	April 2025
Fire Academy Warehouse #23-3-3(FA) Sayreville, NJ	Middlesex County Utilities Authority	CME Associates	\$12,762,000	Sept. 2025
PATH – Hoboken Station Rehabilitation PAT 774.225 Hoboken, NJ (Historic)	Port Authority Trans-Hudson Corp. (PATH)	Parsons Transportation Group	\$20,408,368	August 2025
Perth Amboy Accessibility Improvements – Rail Station 21-039X Perth Amboy (Historic)	NJ Transit Corp. Eduardo Blanco	Stantec with di Domenico & Partners, LLP	\$45,545,000	Dec. 2025

Name of Project / Location	Owner	Architect / Engineer	Contract Amount	Completion
Completed Projects				
NJSDA Task Force Samuel Smith Elementary School – Roof Replacement & Window Repairs EP-0122-C01 Burlington, NJ	NJ Schools Development Authority (NJSDA)	Design Ideas Group	\$3,197,000	Dec. 2024
Hoboken Tower House Fire Repairs at Engine Co. #3 Hoboken, NJ (Historic)	City of Hoboken	HMR Architects	\$162,381	April 2024
Fernbrook Farms - Wagon Shed Restoration Chesterfield Township, NJ (Historic)	Fernbrook Farms Environmental Education Center	Clarke Caton Hintz	\$236,000	Feb. 2024
Dedicated Boiler Installation at Garden State Youth Correctional Facility Crosswicks, NJ DPMC #C0930-00	Dept. of the Treasury Div. of Property Management & Construction (DPMC)	Princeton Engineering Services, PC	\$10,105,340	Sept. 2023
Exchange Place & Newport Station Head House Permanent Flood Protection Jersey City, NJ PAT-784.169	Port Authority Trans-Hudson Corp. PATH	STV, Inc.	\$21,788,480	Oct. 2024
Christian Brothers Academy – MINISTRIES Lincroft, NJ (as Construction Manager)	Christian Brothers Academy	Kellenyi Johnson Wagner Architects	\$107,825	Aug. 2023
Christian Brothers Academy 2020 Expansion Lincroft, NJ (as Construction Manager)	Christian Brothers Academy	Kellenyi Johnson Wagner Architects	\$469,786	Aug. 2023
Millville Sr. High School Design- Build Additions & Alterations NJSDA ST-0046-B01 Millville, NJ	NJ Schools Development Authority (NJSDA) Trenton, NJ	Paulus, Sokolowski & Sartor Engineering, PC Warren, NJ	\$128,842,245	Sept. 2023

Name of Project / Location	Owner	Architect / Engineer	Contract Amount	Completion
Completed Projects (continued)				
Cape May New Correctional Facility #2016PW-4 Cape May Court House, NJ	Cape May Board of Chosen Freeholders Cape May Court House, NJ	CDI Architects Group Ebensburg, PA	\$40,502,300	Jan. 2019
Paul Robeson Community Theme School for the Arts Reno/Design-Build NJSDA #ET-0073-B01 New Brunswick, NJ	NJ Schools Development Authority (NJSDA) Trenton, NJ	Paulus, Sokolowski & Sartor Engineering, PC Warren, NJ	\$34,117,977	April 2018
Hoboken Ferry Terminal Rehabilitation & Restoration Project: Phases I, II, III & Emergency Stabilization due to Train Crash & Mold Remediation Hoboken, NJ	NJ Transit Corp. One Penn Plaza Newark, NJ	Beyer Blinder Belle Architects NYC, NY	\$108,066,890	Sept. 2017
Joseph C. Caruso Elementary School Design-Build NJSDA #ET-0061-B01 Keansburg, NJ	NJ Schools Development Authority (NJSDA) Trenton, NJ	Paulus, Sokolowski & Sartor Engineering, PC Warren, NJ	\$34,617,000	Aug. 2016
Paterson – New Public School #16 Design-Build NJSDA #PA-0024-B01 Paterson, NJ	NJ Schools Development Authority (NJSDA) Trenton, NJ	Design Ideas Group Architecture & Planning, LLC New Brunswick, NJ	\$34,944,000	July 2016
Elliott Street Elementary School Design-Build NJSDA #NE-0067-B02 Newark, NJ	NJ Schools Development Authority (NJSDA) Trenton, NJ	Paulus, Sokolowski & Sartor Engineering, PC Warren, NJ	\$37,937,000	Dec. 2015

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PERFORMANCE RECORD

Name of Owner	Name & Location of Project; Type of Work	Prime or Sub-cont.	Architect in Charge for Owner	Contract Price	Date Complete	*Was Time Extension Necessary	*Were Any Penalties Imposed	*Were Liens Claims or Stop Notice Filed
City of Hoboken	Hoboken Tower House Fire Repairs at Engine Co. #3 Hoboken, NJ	Prime	HMR Architects	\$162,381	April 2024	No	No	No
Port Authority of NY & NJ	Exchange Place & Newport Station Head House Floor Protection	Prime	Princeton Engineering	\$21,788,480	Oct. 2024	No	No	No
Fernbrook Farms Environmental Education Center	Fernbrook Farms Historic Wagon Shed Restoration	Prime	Clarke, Caton Hintz	\$236,000	Feb. 2024	No	No	No
Christian Brothers Academy	CBA Ministries Project	Construction Manager	Kellenyi Johnson Wagner Architects	\$107,825	Aug. 2023	No	No	No
Christian Brothers Academy	CBA 2020 Expansion	Construction Manager	Kellenyi Johnson Wagner Architects	\$469,786	Aug. 2023	No	No	No
New Jersey Schools Development Authority (NJSDA)	Paul Robeson Community Theme School for the Arts Reno/Design-Build	Prime	Paulus, Sokolowski & Sartor (PS&S)	\$34,117,977	April 2018	No	No	No
NJ Transit Corp	Hoboken Ferry Terminal Rehab & Restoration Phase I, II and III	Prime	Beyer Blinder Belle Architects	\$108,058,890	Sept. 2017	No	No	No
New Jersey Schools Development Authority (NJSDA)	Joseph C. Caruso Elementary School Design-Build	Prime	Sokolowski & Sartor (PS&S)	\$34,617,000	Aug. 2016	No	No	No

* Explain "Yes" answers.

(to be completed by all Bidders)

N/A

STATE OF NEW JERSEY }

COUNTY OF Monmouth } SS.

NOTARY SEAL **LAUREN A. FRAZEE**
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029

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)

Mark D. Hall, President, Hall Construction Co., Inc.

Print Name of Bidder

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)	STATE OF NEW JERSEY
of a)	
contract for public work for)	DEPARTMENT OF LABOR AND
a)	
project described as:)	WORKFORCE DEVELOPMENT
)	DIVISION OF WAGE &
[Enter project description)	HOOR COMPLIANCE
here])	
)	
)	
)	Certification of Lowest Bidder

Mark D. Hall, 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 Hall Construction Co., 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 27522.

(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 (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL 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: JAN 30, 2025 Signature: [Signature]

Title: Mark D. Hall, President

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: Hall Construction Co., Inc.

Address of Business: 1720 Highway 34, PO Box 1448, Wall, NJ 07719

Name of person completing this form: Mark D. Hall

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

Name: Mark D. Hall
Address: 3 Duchess Court
Farmingdale, NJ 07727

Name: Scott V. Hall
Address: 1809 Carriage Hill Drive
Wall, NJ 07719

Name: _____
Address: _____

Name: _____
Address: _____

Name: Margaret M. Lefebvre
Address: 2505 Autumn Drive
Manasquan, NJ 08736

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

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.

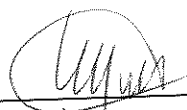
AND

☐ 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 30 day of
JANUARY, 2025.

(Notary Public)

My Commission expires: Jan. 19, 2029


(Affiant) Mark D. Hall, President

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

LAUREN A. FRAZEE
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029

BID PROPOSAL FORM

C.2-11

(to be completed by all Bidders)

STATE OF NEW JERSEY }

COUNTY OF Monmouth } SS.

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

year 2025.

Notary Public of NJ

C.2-12

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

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 2. SSP Architects 3. State of NJ
Umbrella Insurance	\$5,000,000 Excess/Umbrella	Current (life of the School Facilities Project)	1. Owner 2. SSP Architects 3. State of NJ
Comprehensive Auto Liability	\$1,000,000 Injuries	Current (life of the School Facilities Project)	1. Owner 2. SSP Architects 3. State of NJ
Pollution Liability	\$1,000,000	Current (life of the School Facilities Project)	1. Owner 2. SSP Architects 3. State of NJ
Worker's Compensation (Employer's Liability)	Statutory \$500,000 Each Accident	Current (life of the School Facilities Project)	N/A



(Signature of Authorized Representative)

Mark D. Hall, President

(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 Monmouth } SS.

I, (full name) Mark D. Hall, of (city, town, or borough) of Farmingdale, in the County of Monmouth, 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 Hall Construction Co., 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)

Mark D. Hall, President
(Name and Title of Authorized Representative)

Subscribed and sworn
before me on this

30th day of
JAN. in the year

2025_

Notary Public of NJ

My Commission expires,

Jan. 19____, 2029.

NOTARY SEAL:

LAUREN A. FRAZEE
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029

C.2-14

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

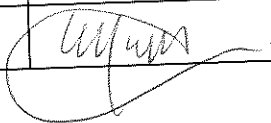
Public Work Contracts

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	Hall Construction Co., Inc.
Address of Individual or Organization	1720 Highway 34, PO Box 1448, Wall, NJ 07719
DUNS Code (if applicable)	00-679-8474
CAGE Code (if applicable)	1L8H4

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 individual or organization listed above in Part I 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 Board of Education 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 al Board of Education to notify the Board of Education 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 Board of Education, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.	
Full Name (Print):	Mark D. Hall
Signature:	
Title:	President
Date:	1/30/2025

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box that applies)			
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.		
Name of Individual or Organization			
Home Address (for Individual) or Business Address			
OR			
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in 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			
OR			
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of Board of Education. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Board of Education 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 Board of Education to notify the Board of Education 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 Board of Education, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	President
Signature:		Date:	1/30/2025

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities			
Section A			
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.		
	Name of Business Entity	Business Address	
Add additional sheets if necessary			
OR			
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.		
Section B (skip if no business entities are listed in Section A of Part IV)			
☐	Below are the names and addresses of any entities in which an 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).		
	Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address	
Add additional Sheets if necessary			
OR			
☐	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.		
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity 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 Board of Education 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 Board of Education to notify the Board of Education 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 Board of Education, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Mark D. Hall	Title:	President
Signature:		Date:	1/30/2025

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

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 ☒ _____
Hall Construction has an Employee Information Report. Please see attached.

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)

Mark D. Hall, President, Hall Construction Co., Inc.

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES

Bidder's Name: Hall Construction Co., Inc.

Address: 1720 Highway 34, PO Box 1448, Wall, NJ 07719

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:

N/A

Mark D. Hall, President

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



(Signature)

1/30/2025
(Date)

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:	Hall Construction Co., Inc.		
Address:	1720 Highway 34, PO Box 1448		
City:	Wall	State:	NJ
		Zip:	07719

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.

	Mark D. Hall	President
Signature	Printed Name	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
Mark D. Hall	Steve Sweeney	7/15/2024	\$1,500
Mark D. Hall	Kean Victory Fund	7/19/2024	\$1,000
Hall Construction Co., Inc.	Jim Tedesco	8/19/2024	\$500
Hall Construction Co., Inc.	Jim Tedesco	8/30/2024	\$1,000
Hall Construction Co., Inc.	ActBlue	9/26/2024	\$500
Hall Construction Co., Inc.	Democratic Committee of Bergen County	10/21/2024	\$350
Mark D. Hall	ActBlue	11/26/2024	\$500

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____
Vendor Name:

[illegible]

C.2-21

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

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	

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

I, Mark D. Hall, of the (City, Town, Borough) of Farmingdale 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 Hall Construction Co., 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 Hall Construction Co., 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.

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

NOTARY SEAL:

LAUREN A. FRAZEE
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029

BID PROPOSAL FORM

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. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, 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.

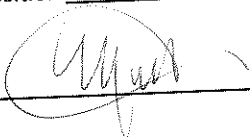
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees 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 Hall Construction Co., Inc.

Authorized Agent Mark D. Hall

Title or Position President

Signature



Date

1/30/2025

EQUIPMENT CERTIFICATION

Bid Date: 1/30/2025

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

A) Hall Construction Co., Inc. *(Name of Company)* owns all the necessary equipment as required by the specifications and to complete the specified public work project.

or

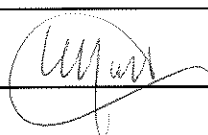
B) *(Name of Company)* leases or controls all the necessary equipment as required by the specifications and to complete the specified public work project.

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 Hall Construction Co., Inc.

Authorized Agent Mark D. Hall Title President

Authorized Signature 

CHUBB®

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650
O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. N/A

Amount \$ 20,000.00

Know All Men By These Presents,

That we, HALL CONSTRUCTION CO., INC.

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Middlesex County Magnet Schools Board of Education

(hereinafter called the Obligee),

in the sum of 10% of amount bid not to exceed twenty thousand and 00/100 Dollars
(\$ 20,000.00***), for the payment of which we, the said Principal and said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

30th

day of January, 2025

WHEREAS, the Principal has submitted a bid, dated Jan. 30, 2025
for

Construction of New MCMS Edison Magnet School #ED-NEW_CAMPUS-2024

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

HALL CONSTRUCTION CO., INC.

Principal

By:

Mark D. Hall, President

Federal Insurance Company

By:

MELISSA A. INTELLI, ATTORNEY-IN-FACT

Chubb. Insured.™

CONSENT OF SURETY

A performance and payment bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Middlesex County Magnet Schools Board of Education
(Owner)

Re: Hall Construction Co. Inc.
(Contractor)

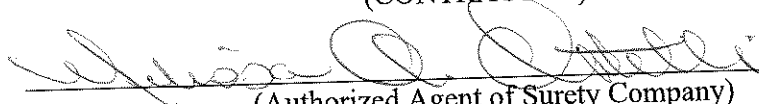
Construction of New MCMS Edison Magnet School #ED-NEW_CAMPUS-2024
(Project Description)

This is to certify that the Federal Insurance Company
(Surety Company)

will provide to Middlesex County Magnet Schools Board of Education a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the
above project.

Hall Construction Co. Inc.

(CONTRACTOR)


(Authorized Agent of Surety Company)
Federal Insurance Company - Melissa A. Intelli, Attorney-in-fact

Date: 1/30/2025

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

END OF SECTION C.2

CHUBB

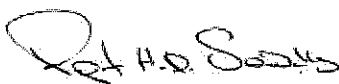
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Christine L. Cartier, George A. Farren III and Melissa A. Intelli** of Manasquan, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of May, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 3rd day of May, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202363
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

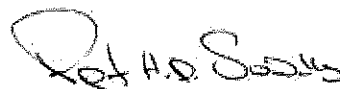
I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

30th of Jan., 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, the Surety(ies) on the attached bond, hereby certify(ies) the following:

- 1) The Surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Banking and Insurance.
- 2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the Surety participating in the issuance of the attached bond is in the following amount(s) as of the calendar year ended December 31st, 2022.

	<u>Capital</u>	<u>Surplus</u>
<u>Surety Company</u>		
Federal Insurance Company	\$ 20,980,000	\$ 4,277,857,000
Vigilant Insurance Company	\$ 4,500,000	\$ 361,723,000
Pacific Indemnity Company	\$ 5,535,000	\$ 3,960,341,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Banking and Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

- 3) (a) With respect to each Surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein and the date as of which that limitation was effective are as follows:

<u>Surety Company</u>	<u>Limitation per Bond</u>	<u>Effective Date</u>
Federal Insurance Company	\$ 409,281,000	July 1, 2023
Vigilant Insurance Company	\$ 36,172,000	July 1, 2023
Pacific Indemnity Company	\$ 396,034,000	July 1, 2023

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

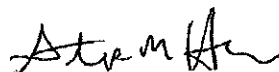
Not Applicable 20,000.00

- 4) The amount of the bond to which this statement and certification is attached is \$_____.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above, exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:
 - (a) The name and address of each reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:
Not Applicable and;
 - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under Item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in Wisconsin, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements are false, this bond is voidable.

By:



Stephen M. Haney, Vice President

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

June 30, 2024

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ 279,440	Outstanding Losses and Loss Expenses	\$ 10,187,786
United States Government, State and Municipal Bonds	3,234,824	Reinsurance Payable on Losses and Expenses	1,288,038
Other Bonds	8,381,558	Unearned Premiums	3,111,981
Stocks	300,279	Ceded Reinsurance Premiums Payable	420,312
Other Invested Assets	1,641,077	Other Liabilities	489,094
TOTAL INVESTMENTS	13,817,176	TOTAL LIABILITIES	15,507,211
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	439,439	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	386,470	Unassigned Funds	2,182,749
Chubb National Ins. Co.	201,672	SURPLUS TO POLICYHOLDERS	4,915,203
Chubb Indemnity Ins. Co.	184,756		
Chubb New Jersey Ins. Co.	40,989		
Chubb Lloyds Ins. Co. of Texas	8,079		
Other Affiliates	71,882		
Premiums Receivable	2,506,477		
Other Assets	2,767,494		
TOTAL ADMITTED ASSETS	\$ 20,422,414	TOTAL LIABILITIES AND SURPLUS	\$ 20,422,414

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At June 30, 2024, investments with a carrying value of \$567,706,857 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 30th day of June, 2024.

Sworn before me this September 11, 2024


Senior Vice President


Notary Public

August 8, 2027
My commission expires

Commonwealth of Pennsylvania • Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2027
Commission number 1235745
Member, Pennsylvania Association of Notaries

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

MIDDLESEX COUNTY MAGNET SCHOOLS
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Comm. No. 23-8940

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

MIDDLESEX COUNTY MAGNET SCHOOLS
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- 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.

AFFIRMATIVE ACTION LANGUAGE

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

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

SECTION E – PREVAILING WAGE RATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Pursuant to N.J.S.A. 34:11-56.25 et. Seq., workman shall be paid not less than the prevailing wage rates as determined and established by the Department of Labor and Workforce Development.

1.3 GENERAL REQUIREMENTS

- A. The prevailing wage rates which have been determined for this project by the Commissioner are attached to AIA A232-2019 as Exhibit A.
- B. Upon award of the contract, complete copies of the Prevailing Wage Determination shall be appended to and made a part of the written contract.
- C. Regulation N.J.A.C. 12:60 et seq. and the New Jersey Wage Act, N.J.S.A. 34:11-56.25 et. seq. requires that all public works employers shall submit a certified payroll record to both the Department of Labor and Workforce Development through an online submission and to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages in accordance with N.J.S.A 34:11-56.59. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records. Certified Payroll shall be submitted online at: <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml>
- D. A copy of the certified payroll form may be obtained online [https://www.nj.gov/labor/wageandhour/assets/PDFs/wagehub/MW-562%20\(6-23\)%20PayrollCert-PublicWorks.pdf](https://www.nj.gov/labor/wageandhour/assets/PDFs/wagehub/MW-562%20(6-23)%20PayrollCert-PublicWorks.pdf)
- E. In the event it is found that any worker employed by the Contractor or any Subcontractor has been paid a rate of wages less than the prevailing wage required to be paid under the Contract, the Owner may terminate the Contractor or Subcontractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay required wages and prosecute the Work to completion. The Contractor and its sureties shall be liable to the Owner for any excess costs occasioned thereby.
- F. DO NOT SEND ANY PAYROLL OR MANNING REPORTS TO THE ARCHITECT. THE CONTRACTOR SHALL SEND ALL REPORTS TO THE OWNER.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION E

**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 ASSESSMENTS

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, 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 3rd and 5th 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

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

**Comm. No. 23-8940
Addendum #1: December 11, 2024**

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 affective 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:

Amy Petrocelli, Clerk of the Board

COUNTY OF MIDDLESEX

**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: _____

(Nameffitle)

BRICKLAYERS AND ALLIED CRAFTS, LOCAL 5

By: _____

(Nameffitle)

EAS REGIONAL COUNCIL OF CARPENTERS, LOCAL 254

By: _____

(Nameffitle)

EAS REGIONAL COUNCIL OF CARPENTERS, LOCAL 251

By: _____

(Nameffitle)

DOCKBUILDERS, LOCAL 1556

By: _____

(Nameffitle)

INT. BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 456

By: _____

(Nameffitle)

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: _____
(Nameffitle)

OPERATING ENGINEERS, LOCAL 825

By: _____
(Nameffitle)

PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 21 NJ

By: _____
(Nameffitle)

PLASTERS & CEMENT MASONS, LOCAL 592

By: _____
(Nameffitle)

PLUMBERS & PIPEFITTERS, LOCAL 9

By: _____
(Nameffitle)

ROOFERS, LOCAL 4

By: _____
(Nameffitle)

ROOFERS UNION, LOCAL 30

By: _____
(Nameffitle)

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

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

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 Construction of 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.

Hall Construction Co., Inc.

Company Name
By: [Signature]

Title: Mark D. Hall, President

Date: 1/30/2025

cc: (Unions employed by Contractor)

Contract Number #ED-NEW_CAMPUS-2024
General Contractor Hall Construction Co., Inc.

Certificate Number
27522

Registration Date: 03/26/2024
Expiration Date: 03/25/2026



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:

Responsible Representative(s):

Mark Hall, President
Margaret Lefebvre, Treasurer

Responsible Representative(s):

Scott Hall, Vice-President

Hall Construction Co. Inc.
2024

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
BUSINESS REGISTRATION CERTIFICATE****Taxpayer Name:** HALL CONSTRUCTION CO., INC.**Trade Name:****Address:** 1720 ROUTE 34
WALL, NJ 07719**Certificate Number:** 0097100**Effective Date:** August 09, 1955**Date of Issuance:** August 03, 2020**For Office Use Only:**

20200803161745461

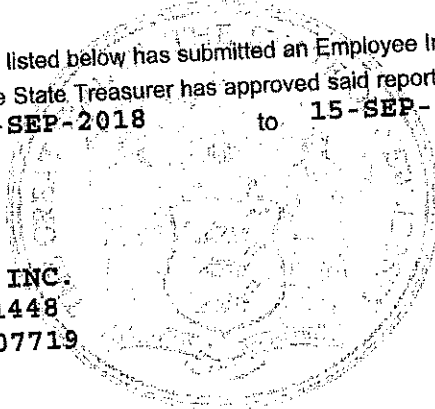
Certification55032

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-SEP-2018** to **15-SEP-2025**

HALL CONSTRUCTION CO., INC.
1720 ROUTE 34, PO BOX 1448
WALL NJ 07719



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

HALL CONSTRUCTION CO INC
PO BOX 1448
WALL, NJ 07719

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**



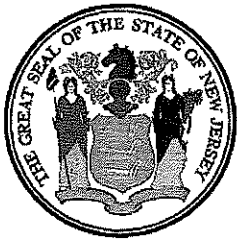
NOTICE OF CLASSIFICATION

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
Unlimited	C006 -CONSTRUCTION MANAGER AS CONSTRUCTOR C007 -DESIGN BUILD C008 -GENERAL CONSTRUCTION C024 -HISTORICAL RESTORATION	03/20/2024 03/20/2024 03/20/2024 03/20/2024	03/19/2026

- 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

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 \$ 37,767,838.

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 Hall Construction Co., Inc.

Name of Firm

[Signature]
Signature

Mark D. Hall, President

Title

Sworn to and
subscribed before me
This 30 day of JAN.
2025

Notary Public

[Signature]

LAUREN A. FRAZEE
Commission # 50217896
Notary Public, State of New Jersey
My Commission Expires
January 19, 2029

1720 Highway 34

Business Address

PO Box 1448

Wall, NJ 07719

732-938-4255

Phone

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:

Responsible Representative(s):
Chris Guzman, President

Responsible Representative(s):
Damon Henderson, Owner

Brooks Mechanical Consultants, Inc.
2024

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 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

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 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



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.

Affix
corporate
seal
here

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

Notary Public
Bergen County, New Jersey
I.D. #2371002

My Commission Expires Dec. 23, 2028

**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**

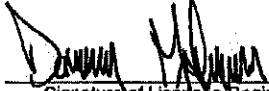
HAS LICENSED

**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

(to be completed by all Bidders)

STATE OF NEW JERSEY }
COUNTY OF Bergen } ss.

I, (full name) Christopher Guzman, of (city, town, or borough) of Upper Saddle River, in the County of Bergen, and State of NJ, 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 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.).

(Name and Title of Authorized Representative)

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
Title: President
Date: 1/29/25

Contract Number TBD
General Contractor _____

cc: (Unions employed by Contractor)

Certificate Number
642142

Registration Date: 01/06/2025
Expiration Date: 01/05/2027



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:

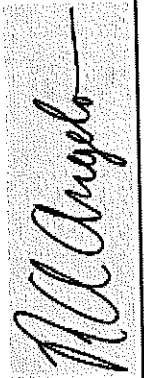
Beach Electric Company, Inc.
2025

Responsible Representative(s):

Claire Caputo, President
Joanne Daloisio, Owner
Mary Speck, Owner
Kathryn Daloisio, Owner
Alfonso Daloisio, Jr., CEO
Gregory Fallon, Member
Robert Paz, CFO

Responsible Representative(s):

Linda Ulm, Secretary
Matthew Daloisio, Owner
Joseph Vaccaro, Owner
Lauren Elsaesser, Owner
Tyler Badaracco, Member
Adam Schmit, Member


Robert Asaro-Angelo, Commissioner
Division 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.

11/09/05

Taxpayer Identification# 260-088-096/000

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)282-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

BEACH ELECTRIC COMPANY, INC.

ADDRESS:

67-69 GROVE STREET
PATERSON NJ 07603
EFFECTIVE DATE:

06/25/04

TRADE NAME:

SEQUENCE NUMBER:

1085777

ISSUANCE DATE:

11/09/05

FORM-BRC(08-01)

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

BEACH ELECTRIC CO INC
67-69 GROVE STREET
PATERSON, NJ 07503

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



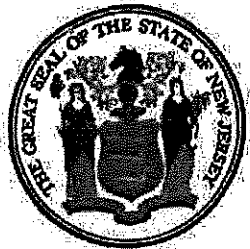
NOTICE OF CLASSIFICATION

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
\$73,000,000	C047 -ELECTRICAL license #: 34EB01442000	12/12/2023	12/11/2025

- 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

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 \$ 39,741,302.34

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 Beach Electric Company, Inc.

Name of Firm

Claire Caputo
Signature

Claire Caputo
President

Title

67-69 Grove Street

Business Address

Paterson, NJ 07503

973-413-1900

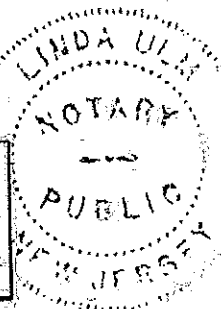
Phone

Sworn to and
subscribed before me
This 20th day of January
2025

Notary Public

LINDA ULM
Commission # 2302996
Notary Public, State of New Jersey
My Commission Expires
July 17, 2028

DPMC 701 (3/15)



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



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

HAS LICENSED

MICHAEL D. ROSTA
245 Schoolhouse Road
Wrightstown NJ 08562

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

01/26/2024 TO 03/31/2027
VALID

34EI01442000
LICENSE/REGISTRATION/CERTIFICATION #

Michael D Rosta
Signature of Licensee/Registrant/Certificate Holder

Cari Zais
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

HAS LICENSED

BEACH ELECTRIC CO. INC
MICHAEL D ROSTA
67-69 Grove Street
Paterson NJ 07503

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

01/26/2024 TO 03/31/2027
VALID

34EB01442000
LICENSE/REGISTRATION/CERTIFICATION #

Michael D Rosta
Signature of Licensee/Registrant/Certificate Holder

Cari Zais
ACTING DIRECTOR

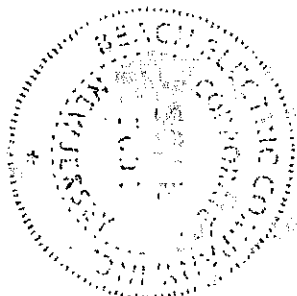
THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH BID

I, (full name) Claire Caputo of (city, town, or borough) of
Cedar Grove in the County of Essex and State of
New Jersey of full age, being duly sworn according to law on my oath depose

I am (official title) President of the firm/business named Beach Electric Company, 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)

Claire Caputo, President
(Name and Title of Authorized Representative)

**BID PROPOSAL FORM**

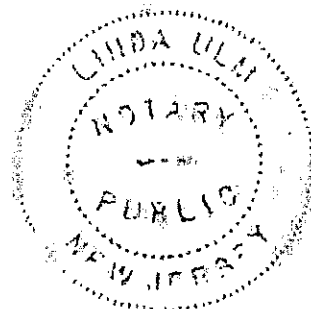
Subscribed and sworn
before me on this

22nd day of
January In the year
2025

Notary Public of NJ

My Commission Expires # 2302996
Notary Public, State of New Jersey
20 My Commission Expires
July 17, 2028
NOTARY SEAL:

NOTARY SEAL



C.2-14

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)
) SS.
COUNTY OF Passaic)

I, Claire Caputo of the (City, Town, Borough) of Cedar Grove 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 Beach Electric Company, Inc. the Electrical SubContractor
making the Proposal for the above named Projects and that I executed the said Proposal with full authority to do so. The
firm of Beach Electric Company, 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.

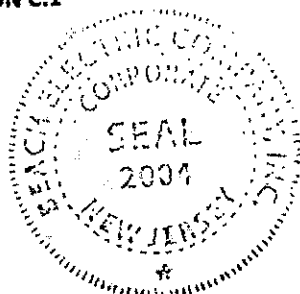
Beach Electric Company, Inc.
Name of Contractor

By: [Signature]
(Signature of Authorized Representative)
Claire Caputo, President

**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**

BID PROPOSAL FORM



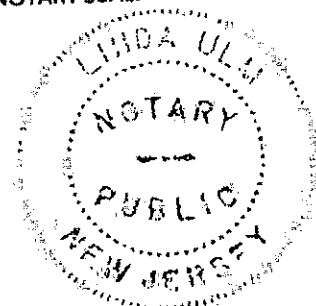
Subscribed and sworn
before me on this

22nd day of
January in the
year 2025.

[Signature]
Notary Public, State of New Jersey
My Commission Expires
July 17, 2028

My Commission expires _____, 20____.

NOTARY SEAL:



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.

Beach Electric Company, Inc.
Company Name
By: Claire Caputo
Title: President

Contract Number _____ Comm. No: 23-8940
General Contractor _____

Date: 1/22/2025

cc: (Unions employed by Contractor)



Certificate Number
6103

Registration Date: 05/10/2024
Expiration Date: 05/09/2025



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:

Responsible Representative(s):
Thomas Weir, President

Responsible Representative(s):
Allison Weir, Vice-President

Weir Welding Company Inc.
2024

Handwritten signature of Robert Asaro-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
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:

WEIR WELDING COMPANY INC.

TAXPAYER IDENTIFICATION#

222-578-207/000

ADDRESS

326 12TH STREET
CARLSTADT NJ 07072

EFFECTIVE DATE:

11/30/84

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0097525

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.

WEIR WELDING COMPANY INC
PO BOX 311 - 316 12TH STREET
CARLSTADT, NJ 07072

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



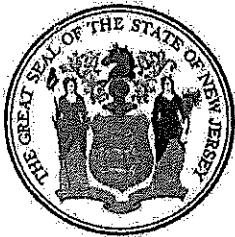
NOTICE OF CLASSIFICATION

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
Unlimited	C029 -STRUCTURAL STEEL & ORNAMENTAL IRON C028 -WELDING	05/29/2023 05/29/2023	05/28/2025

- 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

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 \$ 27,365,086

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.

Affix
corporate
seal
here

Respectfully submitted,

WEIR WELDING COMPANY INC.

By

Name of Firm

Signature

Thomas R. Weir
President

Title

316 12th Street

Business Address

P.O. Box 311

Carlstadt, NJ 07072

201-939-2284

Phone

Sworn to and subscribed before me,
this 29th Day of January 2025

Notary Public

DIANE M. STONE
NOTARY PUBLIC OF NEW JERSEY
Comm. No. 2434261
My Commission Expires May 22, 2028

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

I, Weir Welding, of the (City, Town, Borough) of Carlstadt State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Tom Weir of the firm of Weir Welding, the Steel 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 Weir Welding 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.

Subscribed and sworn
before me on this
29th day of
January in the
year 2025.

My Commission expires _____

DIANE M. STONE
NOTARY PUBLIC OF NEW JERSEY
Comm. No. 2434261
My Commission Expires May 22, 2028

BID PROPOSAL FORM

(to be completed by all Bidders)

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

COUNTY OF Bergen

Carlstadt _____, in the County of Bergen, 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 Weir Welding, 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)

Thomas R. Weir - President
(Name and Title of Authorized Representative)

Subscribed and sworn
before me on this

29th day of
January in the year

2025

Notary Public of N.J.

My Commission Expires _____

NOTARY SEAL

DIANE M. STONE

NOTARY PUBLIC OF NEW JERSEY

Comm. No. 2434261

My Commission Expires May 22, 2028

**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 _____ 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.

_____ Kenvil United Corp.
Company Name
By: Mike Bruce _____
Title: Project Manager
Date: 1/29/2025

Contract Number _____
General Contractor _____

cc: (Unions employed by Contractor)

Certificate Number
616315

Registration Date: 07/29/2024
Expiration Date: 07/28/2026



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:

Responsible Representative(s):
Stephen Nelson, President
Glenn Nelson, Secretary

Responsible Representative(s):
Scott Nelson, Vice-President

Preferred Mechanical, Inc.
2024

A handwritten signature in cursive script, appearing to read "Rob 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
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
PREFERRED MECHANICAL INC.

ADDRESS:
18 MADISON ST
KEYPORT NJ 07735
EFFECTIVE DATE:

09/21/98

TRADE NAME:

SEQUENCE NUMBER:

0098016

ISSUANCE DATE:

03/01/17

James J. Quinone

Director
New Jersey Division of Revenue

FORM-BRC

(04-00), D205846V

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, N J 08605

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.

PREFERRED MECHANICAL INC.
18 MADISON ST
KEYPORT NJ 07735

Tax Registration No.: XXX-XXX-621/000

Tax Effective Date: 10-01-98

Document Locator No.: C0000309570

Date Issued: 03-01-17

[Signature]
Acting Director, Division of Taxation

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

PREFERRED MECHANICAL INC
18 MADISON STREET
KEYPORT, NJ 07735

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
Unlimited	C009 -GENERAL CONSTRUCTION/ALTER.& ADDITIONS C032 -HVACR license #: 19HC00114900 C046 -SHEET METAL - MECHANICAL	12/20/2024 12/20/2024 12/20/2024	12/19/2026

- 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

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 \$ 56,750,051.00

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 Preferred Mechanical, Inc.
Name of Firm

[Signature]
Signature Scott Nelson

Vice President
Title

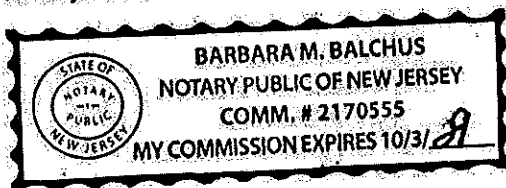
18 Madison Street
Business Address

Keyport, NJ 07735

732-583-0400
Phone

Sworn to and
subscribed before
me This 30th day of January 2025

[Signature]
Notary Public



THIS DOCUMENT IS PRINTED ON WATER MARKED 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

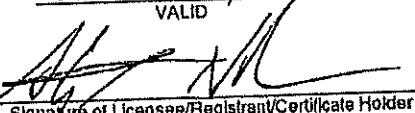
THIS IS TO CERTIFY THAT THE
Board of Examiners of HVACR Contractors

HAS LICENSED

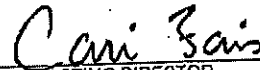
Stephen Nelson
12 Withers Lane
Atlantic Highlands NJ 07716

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

05/22/2024 TO 06/30/2026
VALID


Signature of Licensee/Registrant/Certificate Holder

19HC00114900
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

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 _____ 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.

Preferred Mechanical, Inc.

Company Name

By: _____

Scott Nelson

Title: Vice President

Date: 1/30/25

Contract Number _____

General Contractor _____

cc: (Unions employed by Contractor)

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS
(to be completed by all Bidders)

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

STATE OF NEW JERSEY)
COUNTY OF Monmouth) SS.

I, (full name) Scott Nelson, of (city, town, or borough) of
Middletown, in the County of Monmouth, 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) Vice President of the firm/business named
Preferred Mechanical, 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]
(Signature of Authorized Representative)

Scott Nelson, Vice President
(Name and Title of Authorized Representative)

Subscribed and sworn

before me on this

30th day of

January in the year

20 25

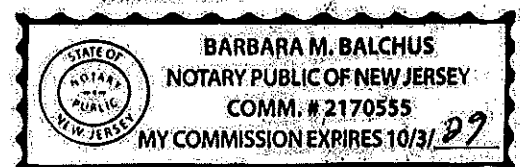
[Signature]

Notary Public of NJ

My Commission expires

20

NOTARY SEAL:



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 }

} SS.

COUNTY OF Monmouth }

I, Scott Nelson, of the (City, Town, Borough) of Middletown State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm of Preferred Mechanical, Inc., the 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 Preferred Mechanical 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.

Preferred Mechanical, Inc.

Name of Contractor

By: Scott Nelson

(Signature of Authorized Representative)
Scott Nelson

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

30th day of January

in the

year 2025

Barbara M. Balchus
Notary Public of NJ

My Commission expires

20

NOTARY SEAL:

