

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

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

M & M Construction Company, Inc.

General Construction

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: M & M Construction Company, Inc.

Address: 33 Commerce Drive

Cranford, NJ 07016

Phone: 908-351-1177

Fax: 908-351-3871

DATE: January 30, 2025

E-Mail: bids@m-mnj.com

Trade: General Construction

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

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

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

BID PROPOSALS:

OVERALL BID:

BASE BID A-1

SINGLE OVERALL LUMP SUM BID – ALL TRADES

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

Forty Five Million Eight Hundred Thousand Dollars

\$ 45,800,000 —

State the breakdown per Building Area **	
BUILDING AREA 'AB'	\$ 27,800,000
BUILDING AREA 'C'	\$ 18,000,000

**** 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
Plumbing: C030	BROWN
HVACR C032	DEBIA
Electrical: C047	P. J. SMITH
FAILURE TO PROVIDE SUBCONTRACTOR NAMES AND DOCUMENTATION IN EACH CATEGORY ABOVE MAY BE CAUSE FOR BID TO BE REJECTED	

ALLOWANCES:

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

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

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

Allowance GC-1	General Repair and Building Allowance	\$ 150,000
Allowance GC-2	Permit Allowance	\$ 50,000
Allowance GC-3	General Security and Technology Allowance	\$ 100,000
Allowance GC-4	Subgrade Reconstruction for 1,000 CY Unit Price per Cubic Yard \$ <u>90 -</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>90,000</u> — (Unit Price x 1,000 CY)
Allowance GC-5	Utility Trenching and Repair Allowance for 800 LF Unit Price per Linear Feet \$ <u>120 -</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>96,000</u> — (Unit Price x 800 LF)
Allowance GC-6	Utility Pullbox Allowance for 8 units Unit Price per pullbox \$ <u>15,000 -</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>120,000</u> — (Unit Price x 8 units)
Allowance GC-7	Rock Removal Allowance for 100 Tons Unit Price per ton \$ <u>120 -</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>12,000</u> — (Unit Price x 100 tons)
The Overall Contract Bid shall include all the above allowances.		

ALTERNATE BIDS:

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

State the overall lump sum price to be ADDED to the Base Bid for all work necessary to furnish and install the acoustical metal panel assembly in stair #3 as shown on Detail 5/I304; as shown on the plans and specifications.

FIFTY NINE THOUSAND _____ Dollars

ADD \$ 59,000 -

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

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

FIFT THOUSAND _____ Dollars

ADD \$ 50,000 -

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

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

TWENTY FIVE THOUSAND _____ Dollars

ADD \$ 25,000 -

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

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

NINETY EIGHT THOUSAND _____ Dollars

ADD \$ 98,000 -

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

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

EIGHT THOUSAND _____ Dollars

ADD / ~~DEDUCT~~ \$ 8,000 -

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.

TWELVE THOUSAND FIVE HUNDRED Dollars

ADD / DEDUCT \$ 12,500 -

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 THOUSAND Dollars

ADD / DEDUCT \$ 30,000 -

ALTERNATE BID A-9

Add Aluminized Roof Coating to C1, C2A, and C2B

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

ONE HUNDRED THIRTY THOUSAND Dollars

ADD \$ 130,000 -

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.

FIFTEEN THOUSAND Dollars

ADD \$ 15,000 -

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>710</u> - / Unit
UP-2	Provide one additional Duplex Receptacle 120v (assuming a 25' wire run)	\$ <u>270</u> - / Unit
UP-3	Provide one additional exit sign Type 'EX'	\$ <u>500</u> - / Unit
UP-4	Provide one additional Manual Fire Alarm Pull Station	\$ <u>750</u> - / Unit
UP-5	Provide 6" County Concrete Curb at full depth per detail on sheet C601	\$ <u>40</u> - / LF
UP-6	Provide sidewalk at full depth per detail on sheet C601	\$ <u>20</u> - / SF

ADDENDA:

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

Addendum # 1 dated December 11, 2024 Addendum # 2 dated January 02, 2025

Addendum # 3 dated January 16, 2025 Addendum # 4 dated January 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.

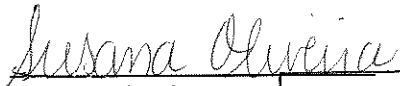
MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

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

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

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


Signature of Principal or Authorized Agent



Notary Public of
My Commission expires

SUSANA S. OLIVEIRA
NOTARY PUBLIC
STATE OF NEW JERSEY

MY COMMISSION EXPIRES JAN. 26, 2026

Joseph A. Mauti

Printed Name of Principal or Authorized Agent

Submitted by:

M & M Construction Company, Inc.

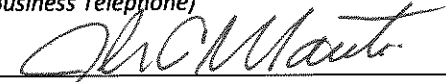
(Official / Legal Name of Business)

33 Commerce Drive, Cranford, NJ 07016

(Business Address)

908-351-1177

(Business Telephone)


(Signature of Principal or Authorized Agent)

Joseph A. Mauti

(Print Name of Principal or Authorized Agent)

Subscribed and sworn

before me on this

30th day of

January in the

year 2025.



Notary Public of NJ

NOTARY SEAL:

SUSANA S. OLIVEIRA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 26, 2026

END OF SECTION C.1

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. M & M Construction Company, Inc.
(Name of Bidder)
2. 33 Commerce Drive, Cranford, NJ 07016
(Permanent Main Office Address)
3. June 23, 1961
(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: 64 years.
6. How many years experience in construction work has your organization had (a) As a general contractor? 49 years (b) As a subcontractor? 14 years
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
	** SEE ATTACHED **			

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

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.

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

** SEE ATTACHED **

11. General character of work performed by the Bidder: General Construction, Carpentry, Plumbing, HVAC, Historical Restoration, Design Build & Construction Management

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

If so, where and why? _____

13. Has the Bidder ever defaulted on a Contract? *

If so, where and why? * M & M Construction Company is currently challenging allegations of default issued by Jersey City.

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

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

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

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

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

**** SEE ATTACHED ****

18. Bank Reference: Columbia Bank - Michael Fischer T: 732-638-2086
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 30th day of January, 2025.

M & M Construction Company, Inc.

(Official / Legal Name of Business)

Joseph A. Mauti

(Signature of Principal or Authorized Agent)

Joseph A. Mauti

(Print Name of Principal or Authorized Agent)

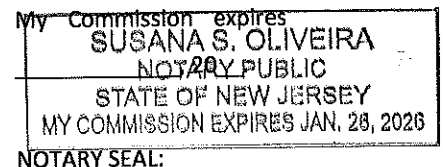
Subscribed and sworn

before me on this

30th day of
January in the
year 2025.

Susana Oliveira

Notary Public of NJ



NOTARY SEAL:

[illegible]**BID PROPOSAL FORM**

Comm. No. 23-8940

(to be completed by all Bidders)

**** N/A ****

STATE OF NEW JERSEY }

COUNTY OF Union } SS.

Joseph A. Mauti
(Print Name of Principal or Authorized Agent)

Notary Public of NJ

My Commission expires
SUSANA S. OLIVEIRA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 26, 2026

NOTARY SEAL:

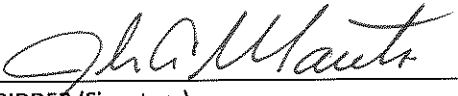
COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT:

(To be completed and submitted by all Bidders)

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

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

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


BIDDER (Signature)

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

_____, 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 _____, 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 _____.

(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. 34:11-56.23 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: _____ Signature: _____

Title: _____

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: M & M Construction Company, Inc.

Address of Business: 33 Commerce Drive, Cranford, NJ 07016

Name of person completing this form: Joseph A. Mauti

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: Joseph A. Mauti

Address: 14 Hazelwood Terrace

Tinton Falls, NJ 07724

Name: Albert G. Mauti, Jr.

Address: 43 Bruno Lane

Staten Island, NY 10307

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

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

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



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

OR



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

** N/A **

AND



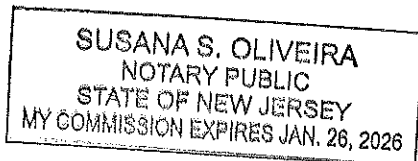
Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

** N/A **

Subscribed and sworn before me this 30th day of
January, 2025.

(Notary Public)

My Commission expires:



(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Joseph A. Mauti, President

Comm. No. 23-8940

(to be completed by all Bidders)

STATE OF NEW JERSEY }
 } SS.
COUNTY OF Union }

Tinton Falls, in the County of Monmouth, and State of

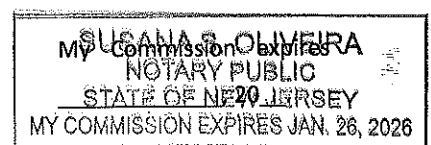
New Jersey _____, of full age, being duly sworn according to law on my oath depose and say that:

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


(Signature of Authorized Representative)

Subscribed and sworn
before me on this
30th day of
January in the
year 20 25.

Susana Oliveira
Notary Public of NJ



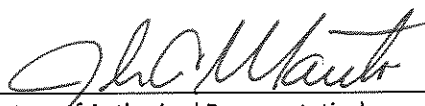
C.2-12

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)

Joseph A. Mauti, 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 Union } SS.

I, (full name) Joseph A. Mauti, of (city, town, or borough) of _____

Tinton Falls _____, 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 M & M Construction 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)

Joseph A. Mauti, President
(Name and Title of Authorized Representative)

Subscribed and sworn

before me on this

30th day of
January in the year

2025 .

Notary Public of NJ

My Commission Expires
SUSANA S. OLIVEIRA
 26
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 NOTARY COMMISSION EXPIRES JAN. 26, 2026

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

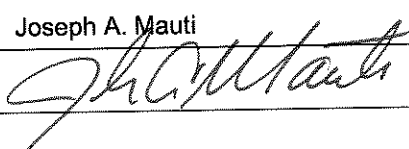
Public Work Contracts

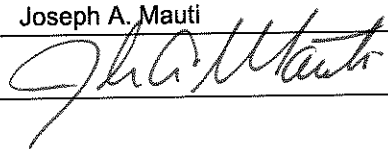
This certification shall be completed, certified to, and submitted to the contracting unit **prior to contract award**, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	M & M Construction Company, Inc.
Address of Individual or Organization	33 Commerce Drive, Cranford, NJ 07016
DUNS Code (if applicable)	011240256
CAGE Code (if applicable)	5TGV5
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):	Joseph A. Mauti	Title:	President
Signature:		Date:	January 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):	Joseph A. Mauti	Title:	President
Signature:		Date:	January 30, 2025

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 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):	Joseph A. Mauti	Title:	President
Signature:		Date:	January 30, 2025

AFFIRMATIVE ACTION QUESTIONNAIRE

The following question must be answered by all bidders.

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

YES _____ NO X _____

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

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



BIDDER (Signature) Joseph A. Mauti

CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES

Bidder's Name: M & M Construction Company, Inc.

Address: 33 Commerce Drive, Cranford, NJ 07016

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:

NONE

Joseph A. Mauti, President

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


(Signature)

January 30, 2025
(Date)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

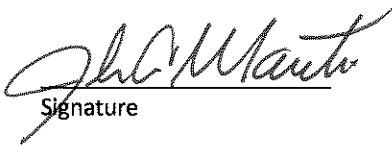
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	M & M Construction Company, Inc.		
Address:	33 Commerce Drive		
City:	Cranford	State:	NJ
		Zip:	07016

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


Signature

Joseph A. Mauti
Printed Name

President
Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page 2 of 2[illegible]

C.2-21

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

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

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

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

County:

Freeholders County Clerk Sheriff Surrogate

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

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

Boards of Education (Members of the Board):

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

Fire Districts (Board of Fire commissioners):

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

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

I, Joseph A. Mauti, of the (City, Town, Borough) of Tinton Falls State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

making the Proposal for the above named Projects and that I executed the said Proposal with full authority to do so. The
 firm of M & M Construction 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.

By: Joseph A. Mauti
(Signature of Authorized Representative)
Joseph A. Mauti

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

year 20 25.

Susana Olivera

My Commission expires _____

, 20 .

NOTARY SEAL:

SUSANA S. OLIVEIRA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 26, 2026

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 M & M Construction Company, Inc.

Authorized Agent Joseph A. Mauti

Title or Position President

Signature 

Date January 30, 2025

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

EQUIPMENT CERTIFICATION

Bid Date: January 30, 2025

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

A) M & M Construction Company, 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.

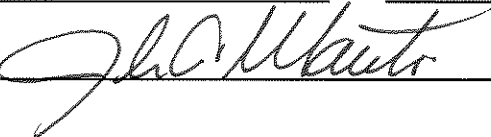
PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid**

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 M & M Construction Company, Inc.

Authorized Agent Joseph A. Mauti Title President

Authorized Signature



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

M & M CONSTRUCTION COMPANY, INC. as Principal, and

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION as Surety, is

hereby held and firmly bound unto MIDDLESEX COUNTY MAGNET SCHOOLS

as Owner, in the Penal Sum of TEN PERCENT OF AMOUNT BID NOT TO EXCEED TWENTY THOUSAND DOLLARS
(10% NOT TO EXCEED \$20,000)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 30th day of JANUARY, 2025

The condition of the above obligation is such that whereas the Principal has submitted to

MIDDLESEX COUNTY MAGNET SCHOOLS

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

CONSTRUCTION OF NEW MCMS EDISON MAGNET SCHOOL
COMM. NO. 23-8940 – PROJECT NO.: MP-NEW CAMPUS-2024

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative,

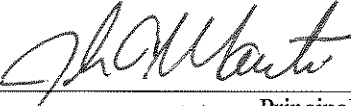
B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

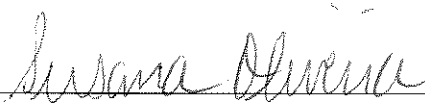
Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

M & M CONSTRUCTION COMPANY, INC.

BY: 
Joseph A. Mauti Principal
President

ATTEST: 
Susana Oliveira

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

BY: 
Dana Montagna, Attorney-in-Fact

WITNESS: 
Lindsay Danielson, Witness as to Surety

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
(Owner)

Re: M & M Construction Company, Inc.
(Contractor)

Construction of New MCMS Edison Magnet School - Comm. No. 23-8940
Project No.: MP New Campus-2024
(Project Description)

This is to certify that the Swiss Re Corporate Solutions America Insurance Corporation
(Surety Company)

will provide to Middlesex County Magnet Schools 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.

M & M Construction Company, Inc.
(CONTRACTOR)
Swiss Re Corporate Solutions America Insurance Corporation
(Authorized Agent of Surety Company)
Dana Montagna, Attorney-in-Fact

Date: January 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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MICHAEL SINZER, DANA MONTAGNA, SANDRA A. PACE, AND CHERYL R. COLEMAN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

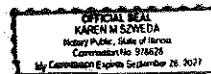
this 23rd day of SEPTEMBER, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 23rd day of SEPTEMBER, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of January, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Swiss Re
Corporate Solutions

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2023
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	730,164,557
Bonds	1,444,904,017
Common Stock	300,203,129
Other Invested Assets	0
Other Admitted Assets	745,946,601

TOTAL ADMITTED ASSETS	3,221,218,304
------------------------------	----------------------

LIABILITIES

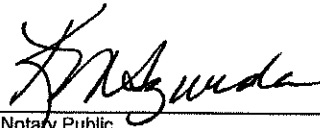
Reserve for Unearned Premiums	276,334,609
Reserve for Losses and Loss Adjustment Expenses	776,256,136
Funds Withheld	150,819,630
Taxes and Other Liabilities	811,407,215
Surplus	1,206,400,714

TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	3,221,218,304
---	----------------------

The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2023.


Erik Janssens, Senior Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 26th day of March, 2024


Notary Public





Swiss Re Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation

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

Swiss Re Corporate Solutions America Insurance Corporation, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S. 17:17-6 OR R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,206,400,714 as of the calendar year ended December 31, 2023, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2023 in the amount of \$95,035,000.
- 4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

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

CERTIFICATE

I, Gerald Jagrowski, Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Dated: January 30, 2025

By: Gerald Jagrowski
Gerald Jagrowski, Vice President

SECTION D: AFFIRMATIVE ACTION LANGUAGE

EXHIBIT B - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative

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

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

Comm. No. 23-8940

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

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

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

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

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

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

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

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

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

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

END OF SECTION D

**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 affecting a Local Union during the course of such renegotiations.

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

ATTEST:

COUNTY OF MIDDLESEX

Amy Petrocelli, Clerk of the Board

**Ronald G. Rios, Director,
Board of County Commissioners**

**Middlesex County Building and
Construction Trades Council AFL-CIO**

ATTEST:

GENERAL CONTRACTOR

By

FOR LOCAL UNION AFFILIATES:

BOILERMAKERS, LOCAL 28

By: _____
(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)

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School

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

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)

MIDDLESEX COUNTY MAGNET SCHOOLS
Construction of New MCMS Edison Magnet School
SMART, LOCAL 137

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

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 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.

M & M Construction Company, Inc.

Company Name

By: Joseph A. Mauti

Title: President

Date: January 30, 2025

Contract Number

General Contractor M & M Construction Company, Inc.

cc: (Unions employed by Contractor)

Certificate Number
602125

Registration Date: 02/28/2023
Expiration Date: 02/27/2025



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):
Joseph A. Mauti, President

Responsible Representative(s):
Albert G. Mauti, Jr., Treasurer

M & M Construction Company, Inc.
2023

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.

Certificate Number
602125

Registration Date: 02/28/2025
Expiration Date: 02/27/2027



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:

Responsible Representative(s):
Joseph A. Mauti, President

Responsible Representative(s):
Albert G. Mauti, Jr., Treasurer

M & M Construction Company, Inc.
2025

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

NON TRANSFERABLE

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF 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 \$ 60,938,952.89.

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 M & M Construction Company, Inc.

Name of Firm

[Signature]
Signature

President

Title

33 Commerce Drive

Business Address

Cranford, NJ 07016

908-351-1177

Phone

Sworn to and
subscribed before me
This 30th day of January
20 25

Notary Public

Susana Oliveira

SUSANA S. OLIVEIRA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 26, 2026
DPMC 701 (3/15)

M&M CONSTRUCTION COMPANY, INC.
33 COMMERCE DRIVE
CRANFORD, NJ 07016

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	C007 -DESIGN BUILD C008 -GENERAL CONSTRUCTION C024 -HISTORICAL RESTORATION C032 -HVACR license #: 19HC00695900 C030 -PLUMBING license #: 36BI01026300	09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024	09/11/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

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



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

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

CONTRACTOR NOTICE OF PREQUALIFICATION

for

M&M Construction Company, Inc.

33 Commerce Drive

Cranford, NJ 07016

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

Effective Date: August 29, 2024

Expiration Date: September 11, 2026

Aggregate Limit: Unlimited

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

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

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

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: M&M CONSTRUCTION COMPANY, INC.

Trade Name:

Address: 33 COMMERCE DRIVE
CRANFORD, NJ 07016

Certificate Number: 0097175

Effective Date: June 23, 1961

Date of Issuance: June 16, 2022

For Office Use Only:

20220616121412966

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

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

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

HAS LICENSED

Joseph A. Mauti
T/A M & M Construction Co Inc
33 Commerce Drive
Cranford NJ 07016

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

05/02/2023 TO 06/30/2025

VALID

36B101026300

LICENSE/REGISTRATION/CERTIFICATION #

Joseph A. Mauti
Signature of Licensee/Registrant/Certificate Holder

Cari Zain
ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

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

HAS LICENSED

Joseph A. Mauti
14 Hazelwood Terrace
Tinton Falls NJ 07724

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

05/16/2024 TO 06/30/2026
VALID

19HC00695900
LICENSEE/REGISTRATION/CERTIFICATION #

Joseph A. Mauti
Signature of Licensee/Registrant/Certificate Holder

Carri Bain
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of HVACR Contractors
HAS LICENSED
Joseph A. Mauti
Master HVACR Contractor
05/16/2024 TO 06/30/2026
VALID
19HC00695900
Licensee/Registration/Certificate #
Carri Bain
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of HVACR Contractors
P.O. Box 47031
Newark, NJ 07101

PLEASE DETACH HERE

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTICOLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

M&M CONSTRUCTION COMPANY INC
Joseph A Mauti, Albert G Mauti Jr
33 Commerce Drive
Cranford NJ 07016

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

02/08/2024 TO 03/31/2025
VALID

13VH07467300
LICENSE/REGISTRATION/CERTIFICATION #

Joseph A Mauti
Signature of Licensee/Registrant/Certificate Holder

Carri Zain
ACTING DIRECTOR



State of New Jersey

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

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

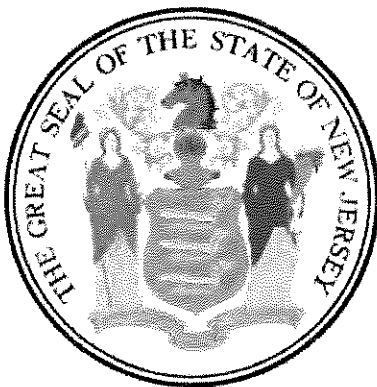
5-YEAR RECERTIFICATION **APPROVED**

under the
Small Business Set-Aside Act

This certificate acknowledges M&M CONSTRUCTION COMPANY, INC. as a Category 3 & 6 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

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

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



Peter Lowicki
Deputy Director

Issued: 10/31/2022

Certification Number: A0290-40

***Expiration: 10/31/2027**

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

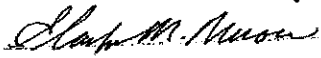
Certification **24969**

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-2023 to 15-Sep-2030**

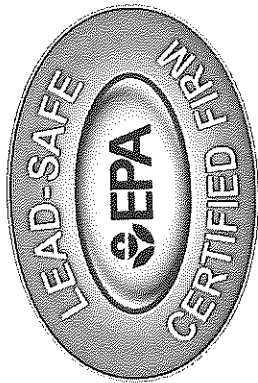
M & M CONSTRUCTION COMPANY, INC.
33 COMMERCE DRIVE
CRANFORD NJ 07016




ELIZABETH MAHER MUOIO
State Treasurer

United States Environmental Protection Agency

This is to certify that



M&M Construction Company, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 24, 2028

Sheila C. Canavan

NAT-123740-3

Certification #

May 25, 2023

Issued On



Sheila Canavan, Associate Division Director
Existing Chemicals Risk Management Division

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

M&M CONSTRUCTION COMPANY, INC.
6143811000

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on June 23, 1961.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**ALBERT MAUTI
33 COMMERCE DRIVE
CRANFORD, NJ 07016**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
12th day of August, 2024*

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6156127856

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

M&M CONSTRUCTION COMPANY, INC.
6143811000

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for M&M CONSTRUCTION COMPANY, INC. was submitted on 03/11/2024 for the year: 2024

Registered Agent and Office

ALBERT MAUTI
33 COMMERCE DRIVE
CRANFORD, NJ 07016

Main Business Address

33 Commerce Drive
CRANFORD, NJ 07016

Principal Business Address

33 Commerce Drive
CRANFORD, NJ 07016

Officers and Directors

PRESIDENT
JOSEPH A MAUTI
33 Commerce Drive
Cranford, NJ 07016

SECRETARY
ALBERT G MAUTI JR.
33 Commerce Drive
Cranford, NJ 07016



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
11th day of March, 2024*

Elizabeth Maher Muoio

Certificate Number : 2792216337
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp Elizabeth Maher Muoio
State Treasurer



BACKGROUND & EXPERIENCE INFORMATION OF KEY PERSONNEL

PRINCIPAL OFFICERS

Joseph A. Mauti

President
14 Hazelwood Terrace, Tinton Falls, NJ 07724
Date of Birth: 10-11-1957
50% Stock Ownership
Background & Experience:
General Construction and Plumbing
48 Years

Albert G. Mauti, Jr.

Secretary/Treasurer
43 Bruno Lane, Staten Island, NY 10307
Date of Birth: 8-1-1967
50% Stock Ownership
Background & Experience:
General Construction and Property Development
38 Years

PROJECT MANAGERS

James Cipolla

Project Manager

Project Management – 28 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Anthony J. Mauti

Estimator/Project Manager

Estimating/Project Management – 13 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Joseph V. Mauti

Estimator/Project Manager

Estimating and Project Management – 11 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

CONSTRUCTION MANAGERS

Matthew J. Bonomo

Construction Manager

General Construction - 35 Years

Licenses/Registrations/Certifications

NJ OSHA 30 Certified

Joseph McDermott

Construction Manager

General Construction – 25 Years

Licenses/Registrations/Certifications

NJ OSHA 30 Certified

Brian Bonomo

Construction Manager

Construction/Project Management – 1.5 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Anthony DeGregorio

Construction Manager

Construction/Project Management – 50 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Michael Meyers, Jr.

Construction Manager

Construction/Project Management – 11 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Matthew J. Bonomo II

Construction Manager

Construction/Project Management – 2 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Angelica V. Mauti

Construction Manager

Construction/Project Management – 3 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Robert Dwyer

Assistant Construction Manager

Construction/Project Management – 1 Year

Licenses/Registrations/Certifications

OSHA 30 Certified

Michael A. Buckley

Assistant Construction Manager

Construction/Project Management – 13 Years

Licenses/Registrations/Certifications

HCCP – National Association of Home Builders

PROJECT SUPERVISORS

Charles Balboa

Project Supervisor

Construction/Project Supervision – 57 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Ronald Haszko

Project Supervisor

Construction/Project Supervision – 35 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Todd Colarusso

Project Supervisor

Construction/Project Supervision – 24 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Kevin Webb

Project Supervisor

Construction/Project Supervision – 34 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Scott Schoener

Project Supervisor

Construction/Project Supervision – 30 Years

Licenses/Registrations/Certifications

OSHA 30 Certified

Mark Helman

Project Supervisor

Construction/Project Supervision – 37 Years

Licenses/Registrations/Certifications

OSHA 30 Certified



CONSTRUCTION TEAM

Joseph A. Mauti

Albert G. Mauti, Jr.

James Cipolla

Joseph V. Mauti

Anthony J. Mauti

Charles Balboa

Ronald Haszko

Kevin Webb

Scott Schoener

Mark Helman

Todd Colarusso

Matthew J. Bonomo

Brian Bonomo

Joseph McDermott

Michael Meyers Jr.

Anthony DeGregorio

Principle in Charge

Principle-Project Executive

Project Manager

Project Manager

Project Manager

Project Supervisor

Project Supervisor

Project Supervisor

Project Supervisor

Project Supervisor

Project Supervisor

Construction Manager

Construction Manager

Construction Manager

Construction Manager

Construction Manager



CONSTRUCTION TEAM

Matthew J. Bonomo II

Construction Manager

Angleica V. Mauti

Construction Manager

Robert Dwyer

Assistant Construction Manager

Michael A. Buckley

Assistant Construction Manager

Frank Melhus

Estimator

Lisa Mori

Office Administrator / Bookkeeper

Susana Oliveira

Administrative Assistant

Nancy Ratai

Bookkeeper



**** CONTRACTS ON HAND ****

Roscoe West Hall Lower Level Renovation

Owner: The College of New Jersey

Architect: NORR LLC

Telephone: 215-283-0229

Contract Amount: \$4,481,000.00

Percent Completed: 0%

Approximate Completion Date: September 2025

**Partial Toilet Room Renovations at Schools 2, 5, 6, 9,
Myles J. McManus and Linden High School**

Owner: Linden Public School District

Architect: H2M Architects + Engineers, Inc.

Telephone: 862-207-5900

Contract Amount: \$3,755,000.00

Percent Completed: 0%

Approximate Completion Date: June 2025

**Science Lab Renovations and Glass Block Repairs at Millburn HS
and Hartshorn ES**

Owner: Millburn Board of Education

Architect: Parette Somjen Architects LLC

Telephone: 973-586-2400

Contract Amount: \$820,000.00

Percent Completed: 0%

Approximate Completion Date: September 2025

Watchung Stable Improvements

Owner: Union County Improvement Authority
Architect: CME Associates
Telephone: 732-727-8000
Contract Amount: \$4,867,000.00
Percent Completed: 0%
Approximate Completion Date: October 2025

Renovation of the Second Floor Martinson Hall

Owner: Mendham New Jersey Institute of Technology
Architect: Clarke Caton Hintz
Telephone: 609-883-8383
Contract Amount: \$2,100,000.00
Percent Completed: 5%
Approximate Completion Date: January 2025

Interior, Mechanical, and Site Improvements at Mendham ES and MS

Owner: Mendham Township Board of Education
Architect: Parette Somjen Architects LLC
Telephone: 973-586-2400
Contract Amount: \$12,880,000.00
Percent Completed: 40%
Approximate Completion Date: September 2025

Additions and Alterations to Campbell Elementary and Metuchen High Schools

Owner: Metuchen Board of Education
Architect: Spiezle Architectural Group, Inc.
Telephone: 609-695-7400
Contract Amount: \$38,020,000.00
Percent Completed: 15%
Approximate Completion Date: September 2025

Rutgers Newark Student One Stop and Commuter Lounge

Owner: Rutgers, The State University of New Jersey

Architect: ENV Architecture + Design

Telephone: 201-894-1000

Contract Amount: \$9,235,000.00

Percent Completed: 65%

Approximate Completion Date: August 2025

**Interior Renovations at the Monmouth County Library
Headquarters in the Township of Manalapan**

Owner: County of Monmouth

Architect: Settembrino Architects

Telephone: 732-741-4900

Contract Amount: \$4,630,000.00

Percent Completed: 90%

Approximate Completion Date: October 2024

Plainsboro Public Library YES Project

Owner: Plainsboro Public Library

Architect: KSS Architects

Telephone: 609-921-1131

Contract Amount: \$1,006,000.00

Percent Completed: 99%

Approximate Completion Date: October 2024

New Fanwood Memorial Library

Owner: The Borough of Fanwood

Architect: FVHD Architects

Telephone: 609-883-7101

Contract Amount: \$7,994,500.00

Percent Completed: 99%

Approximate Completion Date: October 2024

Rutgers Talbot Hall Standby Generator

Owner: Rutgers, The State University of New Jersey

Architect: Rutgers University

Telephone: 732-484-8541

Contract Amount: \$995,000.00

Percent Completed: 95%

Approximate Completion Date: October 2024

Rutgers Medical Science Building Elevator Modernization Project

Owner: Rutgers, The State University of New Jersey

Architect: Gannett Fleming Architects, Inc.

Telephone: 732-667-1415

Contract Amount: \$3,189,000.00

Percent Completed: 99%

Approximate Completion Date: November 2024



**** COMPLETED PROJECTS ****

Name of Project: **LAMBERT CASTLE CARRIAGE HOUSE RESTORATION AND REHABILITATION**

Location: Paterson, NJ

Owner: County of Passaic

Contact: Kelly Ruffel

Architect: Clarke Caton Hintz

Description of Work: Renovation and rehabilitation of the historic carriage house on the site of Lambert Castle. Work included roofing, finishes, and new mechanical, electrical and plumbing systems.

Contract Price: \$5,160,000.00

Date Completed: March 2024

Name of Project: **BROOKDALE COMMUNITY COLLEGE WELLNESS CENTER RENOVATION**

Location: Lincroft, NJ

Owner: Brookdale Community College

Contact: Michael Naparolo

Architect: Posen Architects

Description of Work: Interior Renovations of existing office space to a new Wellness Center. Work included lighting, casework, flooring, glass walls, lockers, sprinklers and HVAC System.

Contract Price: \$1,642,000.00

Date Completed: January 2024

Name of Project: **RUTGERS RICHARDSON APARTMENTS RENOVATION PHASE 1**

Location: Piscataway, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Joseph Paternostor

Architect: Studio 5 Partnership Architects/Planners, LLC

Description of Work: Renovations of 12 apartments including a conversion of 4 into ADA acceptable units. Work included new showers/tubs, kitchens, flooring, lighting, and automatic door operators.

Contract Price: \$675,000.00

Date Completed: January 2024

Name of Project: **SAINT VINCENT ACADEMY SCIENCE LABS**

Location: Newark, NJ

Owner: Saint Vincent Academy

Contact: Sister June

Architect: iKon 5 Architects

Description of Work: Renovation of an existing gymnasium space into (2) double-height laboratory classrooms and equipment storage, and an adjacent toilet room at the mezzanine level was re-purposed as a mechanical room with condensers at grade. Existing mezzanine was closed off by a gate to be unoccupied except for maintenance and emergency egress through the existing fire stair. A new stair allowing a second means of egress from the gymnasium to grade one story below was provided in addition to the existing egress elements. Labs were outfitted with collaborative study space, group and individual workstation furniture, and lab equipment including fume hoods.

Contract Price: \$1,782,000.00

Date Completed: January 2024

Name of Project: **BATHROOM RENOVATIONS AT SCHOOLS 1, 4, & LINDEN ACADEMY OF SCIENCE AND TECHNOLOGY**

Location: Linden, NJ

Owner: Linden Public School District

Contact: John Serapiglia

Architect: H2M Architects & Engineers, Inc.

Description of Work: Renovations of bathrooms at 3 Schools to include demolition, carpentry, electrical, plumbing, and mechanical and all new finishes, tile, new fixtures and toilet accessories and compartments.

Contract Price: \$1,568,300.00

Date Completed: December 2023

Name of Project: **ALTERATIONS AND RENOVATIONS AT THE MAYWOOD PUBLIC LIBRARY**

Location: Maywood, NJ

Owner: Maywood Public Library

Contact: Christopher Sepp

Architect: Beatty Harvey Coco Architects

Description of Work: Interior renovation of library to include demolition, concrete, carpentry electrical/lighting, mechanical and plumbing. The project entails renovation of the Young Adult section to incorporate unused space on the library's lower level and upgrades to the children's area to make it a more accessible and welcoming space. Middle school children comprise a significant portion of the library's traffic, but the current space is inadequate to serve them efficiently and without disruption to adult patrons who are concurrently using the library's resources. Project also includes the creation of innovative spaces such as an amphitheater for performances and lectures and a Makerspace for hands-on programming and classes. These improvements will help create an inclusive environment that enhances the library's ability to perform its mission of enriching the community and promoting lifelong learning for patrons of all ages.

Contract Price: \$1,570,200.00

Date Completed: December 2023



Name of Project: EAST BRUNSWICK BOE WINDOW AND DOOR REPLACEMENT AT VARIOUS SCHOOLS

Location: East Brunswick, NJ

Owner: East Brunswick Board of Education

Contact: Cathy List

Architect: Parette Somjen Architects

Description of Work: Chittick Elementary School project includes, but is not limited to, the removal and replacement of the existing windows and exterior doors throughout the entire school. As well as the removal and installation of a new storefront at the Main Office. Churchill Junior High School project includes, but is not limited to, the removal and replacement of the existing windows & exterior doors in the North Annex of the school. Central Annex project includes, but is not limited to, the removal and replacement of the existing windows & exterior doors in the Central Annex of the school. South Annex project includes, but is not limited to, the removal and replacement of the existing windows & exterior doors in the South Annex of the school. Frost Elementary School project includes, but is not limited to, the removal and replacement of the existing windows and exterior doors throughout the school. As well as the removal and installation of a new storefront at the Main Office. Warnsdorfer Elementary School project includes, but is not limited to, the removal and replacement of the existing windows and exterior doors throughout the school. As well as the removal and installation of a new storefront at the Main Office. Administration Building project includes, but is not limited to, the removal and replacement of the existing exterior doors throughout the building. As well as the alteration of the reception/entry area.

Contract Price: \$10,600,000.00

Date Completed: November 2023

Name of Project: RUTGERS UNIVERSITY CENTER APARTMENT UPGRADES 12TH FLOOR

Location: New Brunswick, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Joseph Paternoster

Architect: Arcari + Iovino Architects PC

Description of Work: Interior apartment upgrades of 15 units. Work included kitchen/bathroom millwork and fixtures, flooring, painting, HVAC upgrades and appliances.

Contract Price: \$1,386,000.00

Date Completed: October 2023

Name of Project: RUTGERS PERRY RESIDENCE HALL BATHROOM ALTERATIONS

Location: New Brunswick, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Joseph Paternoster

Architect: Studio 5 Partnership Architects/Planners, LLC

Description of Work: Bathroom renovations of 8 gang bathrooms. Work included new plumbing layouts, HVAC upgrades, and finishes.

Contract Price: \$1,354,000.00

Date Completed: October 2023



Name of Project: **RUTGERS ERNEST MARIO SCHOOL OF PHARMACY 3RD FLOOR
LABORATORY RENOVATIONS AND ALTERATION**

Location: Piscataway, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Fernando Arroyo

Architect: Environetics Group Architects, PC

Description of Work: Renovations of 3 labs. Work included new lab equipment, stainless ductwork, exhaust fans, epoxy flooring, and lab plumbing.

Contract Price: \$1,754,000.00,

Date Completed: October 2023

Name of Project: **FIELD HOUSE RENOVATIONS AT HUB STINE FIELD**

Location: Plainfield, NJ

Owner: Plainfield Board of Education

Contact: Kyle Stoker

Architect: LAN Associates

Description of Work: Interior demolition and renovation to locker rooms, coaches' facilities, and trainer's space. Work included new lighting, fire alarm, ERV system and ductwork, upgraded plumbing for new bathrooms, new athletic equipment. Additional steel grading was done to support ERV system.

Contract Price: \$2,270,000.00

Date Completed: October 2023

Name of Project: **NJIT TIERNAN HALL 4TH FLOOR – PHYSICS LABORATORIES
RENOVATION**

Location: Newark, NJ

Owner: New Jersey Institute of Technology

Contact: Alexandra Carreras

Architect: Clarke Caton Hintz

Description of Work: Tiernan Hall building rooms 407 and 423, including all systems required to complete Tiernan Hall 4th Floor- Physics Laboratories Renovation outside of the room (abatement, ductwork, lighting controls, fire alarm wiring, telecom, wireless, AV rack and conduit and boxes, mechanical components, electrical power, lab benches and cabinetry).

Contract Price: \$1,595,000.00

Date Completed: June 2023



Name of Project: MERCER COUNTY IMPROVEMENT AUTHORITY PROSECUTORS' EVIDENCE STORAGE FACILITY PROJECT

Location: Hopewell, NJ

Owner: Mercer County Improvement Authority

Contact: Al Collins

Architect: Netta Architects

Description of Work: Interior and Exterior Renovation to 22,487 S.F. Mercer County Prosecutors' Evidence Storage Facility. Includes but not limited to exterior demolition, interior office space and warehouse fit-out, new mechanical systems, electrical, lighting, sprinkler, and plumbing as well as minor site improvements.

Contract Price: \$1,375,000.00

Date Completed: September 2022

Name of Project: RUTGERS JUDSON RESIDENCE HALL SOFFIT REPLACEMENT & SELECTIVE INTERIOR RENOVATIONS

Location: Piscataway, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Joseph Paternoster

Architect: Rutgers University

Description of Work: Demolition and removal of existing soffits in 90 dorm apartments. Insulation of all existing ductwork, replacement of all sprinkler heads and rebuild of all soffits. Installation of new supply and return grills, installation of new lighting throughout. Demolition of existing and installation of new medicine cabinets and vanity mirrors.

Contract Price: \$531,246.00

Date Completed: August 2022

Name of Project: RUTGERS WRIGHT REIMAN LABORATORIES GEOLOGY LABS 102 & 108 RENOVATIONS

Location: Piscataway, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Farhana Vassall

Architect: HMR Architects

Description of Work: Renovation of two existing vacant labs in the geology research building. Full renovation of lab 108 to address cooling needs for proposed lab equipment.

Contract Price: \$780,000.00

Date Completed: June 2022



Name of Project: **RECONSTRUCTION OF HOMINY HILL GOLF CENTER**

Location: Colts Neck, NJ

Owner: Monmouth County Board of Recreation Commissioners

Contact: Mike Janoski

Architect: Netta Architects

Description of Work: Interior and Exterior Reconstruction of the Golf Center including but not limited to new and refurbished elements. Exterior work includes demolition, exterior cladding, windows, roofing, two story vestibule with stairs and elevator, new pro-shop vestibule. Interior work includes selective demolition, new partitions, interior finishes, structural modifications, kitchen and new basement access. Site work includes septic field, grading and sidewalk at pro-shop entrance, parking layout modifications and new pump station building with associated grading.

Contract Price: \$7,440,000.00

Date Completed: May 2022

Name of Project: **RUTGERS ASB 1 REPURPOSING PROJECT / PROCTOR HALL**

Location: Piscataway, NJ

Owner: Rutgers, The State University of New Jersey

Contact: Joan Sitler

Architect: KSS Architects

Description of Work: Major renovation of an existing 3-story 85,000 sq. ft. administration building as well as adding a 50' tall beacon tower addition, all new windows and new roof. Upgrades to all MEP's and exterior site. Demolishing 2 buildings and parking lot and adding landscaping to these areas.

Contract Price: \$19,767,000.00

Date Completed: October 2021

Name of Project: **RENOVATIONS AND ADDITIONS AT WILLIAM R. SATZ MIDDLE SCHOOL AND HOLMDEL HIGH SCHOOL**

Location: Holmdel, NJ

Owner: Holmdel Township Public Schools

Contact: Todd Waskowitz

Architect: Spiegle Architectural Group

Description of Work: Addition and Renovation to Main Office, Gym, Classrooms and Media Center.

Replacement of football field and track.

Contract Price: \$22,145,000.00

Date Completed: October 2021

Name of Project: **VERIZON NEWARK 2 CO – HSB#2 REPLACEMENT PROJECT**

Location: Newark, NJ

Owner: Verizon

Contact: Joe Tagliavia

Architect: William F. Collins AIA Architects

Description of Work: General Requirements, Architectural Finishes and Masonry

Contract Price: \$500,750.00

Date Completed: January 2021



Name of Project: **WOLF HILL AND MAPLE PLACE SCHOOLS TOILET RENOVATIONS**
Location: Oceanport, NJ
Owner: Oceanport School District
Contact: Deniz Tekeoglu
Architect: Solutions Architecture
Description of Work: Complete Interior Renovations to 10 bathrooms
Contract Price: \$689,000.00
Date Completed: November 2020

Name of Project: **RENOVATIONS /ALTERATIONS AT MULTIPLE SCHOOLS
VILLAGE ELEMNTARY SCHOOL AND INDIAN ELEMENATRY SCHOOL**
Location: Holmdel, NJ
Owner: Holmdel Township Public Schools
Contact: Todd Waskowitz
Architect: Spiegle Architectural Group
Description of Work: Renovations to Classrooms and Gym. Construction of New Parking Lot.
Contract Price: \$3,008,000.00
Date Completed: September 2020

Name of Project: **MARINA VILLAGE REHABILITATION**
Location: Elizabeth, NJ
Owner: Housing Authority of the City of Elizabeth
Contact: Jose Sabater
Architect: USA Architects
Description of Work: Interior Replacements and Repairs of Interior Finishes in 35 Apartments
Contract Price: \$1,781,513.49
Date Completed: June 2020

Name of Project: **RUTGERS MARTIN HALL INTERIOR RENOVATIONS**
Location: New Brunswick, NJ
Owner: Rutgers, The State University of New Jersey
Contact: Chris Hack
Architect: De Biasse & Seminara Architecture
Description of Work: Renovation of approximately 7,500 square feet. Conversion of new offices, new HVAC system and a new ADA entry. Alterations include demolition of most walls to open the space for a large bullpen, new paint, and carpet.
Contract Price: \$1,368,465.49
Date Completed: May 2020



Name of Project: **ADDITION AND ALTERATIONS TO SPRING LAKE HEIGHTS
ELEMENATRY SCHOOL**

Location: Spring Lake Heights, NJ

Owner: Spring Lake Heights School District

Contact: Jim Repka

Architect: Spiezle Architectural Group

Description of Work: Addition of Classrooms, Renovation of Existing School and Installation of New Solar Equipment and Roof.

Contract Price: \$7,810,000.00

Date Completed: February 2020

Name of Project: **KEAN UNIVERSITY LEARNING COMMONS ADDITION**

Location: Union, NJ

Owner: Kean University

Contact: Steve Remotti

Architect: DiCara Rubino Architects

Description of Work: Building Addition of approx. 1,600 sq. ft. to existing Learning Commons

Contract Price: \$2,057,642.53

Date Completed: January 2020

Name of Project: **PROPOSED TOILET AND LOCKER BUILDING AT JOST FIELD ATHLETIC
COMPLEX**

Location: South Plainfield, NJ

Owner: South Plainfield Board of Education

Contact: Glen Potter

Architect: Glen Potter Architects LLC

Description of Work: Demolition of an existing Locker and Toilet Building, and the Construction of a New Locker and Toilet building

Contract Price: \$2,240,000.00

Date Completed: October 2019

Name of Project: **RENOVATIONS / ALTERATIONS AT MULIPLE SCHOOLS
VILLAGE ELEMENTARY SCHOOL AND INDIAN HILL ELEMENTARY SCHOOL**

Location: Holmdel, NJ

Owner: Holmdel Township Board of Education

Contact: Todd Waskowitz

Architect: Spiezle Architectural Group, Inc.

Description of Work: Interior Renovations and New Parking Lots at both schools

Contract Price: \$3,008,000.00

Date Completed: September 2019



Name of Project: **VERIZON BASKING RIDGE COOLING TOWER DUNNAGE**
Location: Basking Ridge, NJ
Owner: Verizon
Contact: Abhilasha Bhalani
Architect: M&E Engineers, Inc.
Description of Work: Remove and Install New Cooling Towers
Contract Price: \$3,300,174.82
Date Completed: May 2019

Name of Project: **NJCU NURSING EDUCATIONAL CENTER**
Location: Jersey City, NJ
Owner: New Jersey City University
Contact: Stephen Doyle
Architect: Clarke Caton Hints
Description of Work: Interior Renovations of Offices and Classrooms
Contract Price: \$3,115,166.00
Date Completed: March 2019

Name of Project: **NJ DOT NEWARK MAINTENANCE FACILITY STRUCTURAL REPAIRS
AND WATER INFILTRATION**
Location: Newark, NJ
Owner: State of New Jersey, DPMC
Contact: Gary Cardone
Architect: URS Architecture & Engineering
Description of Work: Water Infiltration and Structural Repairs at the NJ DOT Newark Maintenance
Facility
Contract Price: \$2,690,000.00
Date Completed: February 2019

Name of Project: **CYPRESS RECREATION CENTER**
Location: Port Reading, NJ
Owner: Township of Woodbridge
Contact: Christopher Kosty
Architect: Settembrino Architects
Description of Work: New Additions and Renovations to Cypress Recreation Center
Contract Price: \$2,773,178.00
Date Completed: October 2018



Name of Project: **LINCOLN PARK NEW STORAGE BUILDING**
Location: Jersey City, NJ
Owner: County of Hudson
Contact: John Delutis
Architect: The Musial Group Architecture
Description of Work: Demolition and Construction of a New Storage Building
Contract Price: \$7,205,051.73
Date Completed: September 2018

Name of Project: **NJ DOT BANK STREET GARAGE STRUCTURAL, ELECTRICAL & DRAINAGE REPAIRS**
Location: Trenton, NJ
Owner: State of New Jersey, DPMC
Contact: Vincent Campanella
Architect: Gannett Fleming
Description of Work: Structural, Electrical and Drainage Repairs at Bank Street Parking Garage
Contract Price: \$1,389,924.29
Date Completed: July 2018

Name of Project: **RUTGERS LIPMAN HALL RENOVATIONS**
Location: New Brunswick, NJ
Owner: Rutgers, The State University of New Jersey
Contact: Glenn Pettit, Project Manager
Architect: Mott MacDonald
Description of Work: Renovation of existing labs
Contract Price: \$1,439,537.00
Date Completed: June 2018

Name of Project: **RUTGERS KATZENBACH RESIDENCE HALL BATHROOM RENOVATIONS**
Location: New Brunswick, NJ
Owner: Rutgers, The State University of New Jersey
Contact: Joseph Paternoster, Sr. Project Manager
Architect: Studio 5 Partnership, Architects/Planners
Description of Work: Renovations of 8 Bathrooms
Contract Price: \$1,299,871.00
Date Completed: November 2017

Name of Project: **BAY HEAD MUNICIPAL BUILDING (DESIGN/BUILD)**
Location: Bay Head, NJ
Owner: Borough of Bay Head
Contact: Brian Magory
Architect: USA Architects
Description of Work: Construction of a New Municipal Building and Jail
Contract Price: \$3,338,092.00
Date Completed: September 2017



**Name of Project: RUTGERS BASEBALL/SOFTBALL SPORTS PRACTICE FACILITY
DESIGN/BUILD**

Location: Piscataway, NJ
Owner: Rutgers, The State University of New Jersey
Contact: Steve Galayda
Architect: USA Architects
Description of Work: Design/Build Indoor Baseball Practice Facility
Contract Price: \$2,267,097.00
Completed: February 2017

Name of Project: ADDITION TO MENLO PARK ELEMENTARY SCHOOL

Location: Edison, NJ
Owner: Edison Township Board of Education
Contact: Mr. Daniel P. Michaud
Architect: LAN Associates
Description of Work: Addition to existing school building
Contract Price: \$6,749,765.40
Date Completed: December 2016

Name of Project: BISHOP QUAD CODE UPGRADES & MISCELLANEOUS RENOVATIONS

Location: New Brunswick, NJ
Owner: Rutgers, The State University of New Jersey
Contact: Georgia Kyriafides
Architect: Sapphire + Albarran Architects
Description of Work: Renovations to Existing Dormitory Buildings & New Construction of Building Links
Contract Price: \$12,400,000.00
Date Completed: August 2015

Name of Project: TCNJ NORSWORTHY HALL RENOVATION

Location: Ewing, NJ
Owner: The College of New Jersey
Contact: William P. Rudeau, Director of Campus Construction
Architect: Design Resources Group
Description of Work: Renovations to Dormitory Building
Contract Price: \$7,564,000.00
Date Completed: August 2015



Name of Project: **VAUGHN EAMES ADDITION & RENOVATION**

Location: Union, NJ

Owner: Kean University

Contact: Adam Varava

Architect: Saphire + Albarran Architects

Description of Work: Addition of New Scene Shop & Interior Renovations

Contract Price: \$5,700,000.00

Date Completed: August 2015





LIST OF REFERENCES

Gail L. Hunton
Supervising Historic Preservation Specialist
MONMOUTH COUNTY PARK SYSTEM
805 Newman Springs Road
Lincroft, New Jersey 07738
732-842-4000 ext-4259

Andrew Adornato
Associate/Project Manager
USA ARCHITECTS
20 North Doughty Avenue
Somerville, New Jersey 08876
908-722-2300

Adam Verava
Project Manager
KEAN UNIVERSITY
1000 Morris Avenue
Union, New Jersey 07083
908-737-5107

Joan L. Sitler
Senior Project Manager, Project Services
Institutional Planning and Operations
RUTGERS UNIVERSITY
33 Knightsbridge Road
Piscataway, NJ 08851
732-816-5527

Joseph Paternoster
Senior Facilities Project Manager
Institutional Planning and Operations
RUTGERS UNIVERSITY
33 Knightsbridge Road
Piscataway, NJ 08851
848-445-2400

Joseph Oricco
Director of Real Estate & Facilities
JOHN WILEY & SONS
111 River Street
Hoboken, New Jersey 07030
201-748-6267

Noel Musial
Principal
MUSIAL GROUP
191 Mill Lane
Mountainside, New Jersey 07092
908-232-2860

Michael Petrizzo
Business Administrator
HOLMDEL BOARD OF EDUCATION
65 McCampbell Road
Holmdel, NJ 07733
732-946-1800



EQUIPMENT OWNED BY M & M CONSTRUCTION COMPANY

- (1) International Roll-Off Truck
- (4) Ford Pickup Trucks
- (2) 18 CF Waste Containers
- Gradall Variable Reach Forklift
- Yale Forklift
- Hydraulic Scissor Lifts
- Demolition Equipment
- Laser Levels
- Hilti Guns & Hammer Drills
- Steel Baker Scaffolds
- Karp Job Field Boxes
- Assorted Carpentry Tools
- Pneumatic Air Compressors
- Fiberglass & Aluminum Extension Ladders (16 to 40 Feet)
- Protective Tarpaulins
- Safety Equipment

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. M & M Construction Company, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 33 Commerce Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Cranford, NJ 07016	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	2	-	1	6	8	7	4	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

Weir Welding Company Inc.
2024

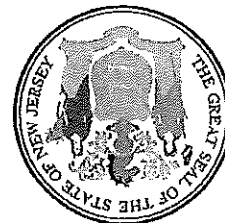
Responsible Representative(s):

Allison Weir, Vice-President

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

NON TRANSFERABLE

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



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF 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

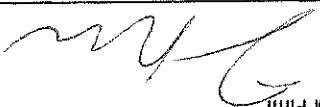
TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(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.

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

DPMC 701 (3/15)

NJSDA TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

I certify that the Firm's total amount of uncompleted construction work (defined as the total contract value of unbilled work - including public and private) as of the bid due date is \$ 27,365,086

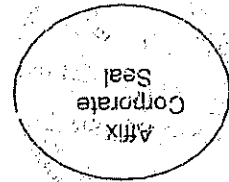
A firm may exclude from "uncompleted construction work" the following:

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

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

Respectfully submitted,

By: Weir Welding Co., Inc
Name of Firm
Signature
Thomas R. Weir
President
Type or Print Name and Title
Carlstadt, NJ 07072
Business Address
201-939-2284
Telephone



Date: January 29th 2025

Revised: 11/22/11

NJSDA

UC-1

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	05/29/2023	05/28/2025
	C028-WELDING	05/29/2023	

- 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.

CONTRACTOR NOTICE OF PREQUALIFICATION

for
Weir Welding Company Inc
316 12th Street - P.O Box 311
Carlstadt, NJ 07072

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

Effective Date: May 17, 2023
Expiration Date: May 28, 2025

Aggregate Limit: \$ Unlimited

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

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

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

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

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

TRADE NAME:

CONTRACTOR CERTIFICATION#

0097525

ISSUANCE DATE:

09/19/01

Patricia A. Chasicki
Director, Division of Revenue

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

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)

STATE OF NEW JERSEY
SALES TAX CERTIFICATE OF AUTHORITY

THE NEW JERSEY SALES AND USE TAX ACT (C. 30, L. 1956)
DIVISION OF TAXATION
TRENTON, NEW JERSEY 08646

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

Director, Division of Taxation

222-578-207/000

Certificate No.

04-01-85

Date Issued

A-950031

WEIR WELDING COMPANY INC.
326 12TH STREET
CARLSTADT N J

07072

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

(See reverse side)

ST-2 (4-83, R-9)



**AMERICAN INSTITUTE OF STEEL CONSTRUCTION
CERTIFICATION PROGRAMS
PROUDLY RECOGNIZE THAT**

Weir Welding Company

MAINTAINS OPERATIONS LOCATED AT

**1745 Eaton Avenue
Bethlehem, PA 18018 USA**

THAT SUCCESSFULLY MEET THE QUALITY CERTIFICATION REQUIREMENTS FOR

Building Fabricator

PRESIDENT

CERTIFICATION NUMBER	ISSUED	VALID THROUGH
C-00023830	December 28, 2023	January 31, 2025

BIDDER'S CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

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

STATE OF NEW JERSEY }

COUNTY OF Bergen }

I, Weir Welding, of the (City, Town, Borough) of Carlstadt State of New Jersey, 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 Contractormaking 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 this29th day of
January in the
year 2025.

Notary Public of NJ

My Commission expires

NOTARY SEAL: _____ 20____

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

C.2-23

BID PROPOSAL FORM

NOTE: THIS FORM IS REQUIRED FOR BOTH THE BIDDER
AS WELL AS ALL SUBCONTRACTORS NAMED IN BID
PROPOSAL FORM SECTION C.1NOTE: FAILURE TO COMPLETE AND SUBMIT THIS
DOCUMENT WITH YOUR PROPOSAL MAY RESULT
IN THE REJECTION OF YOUR PROPOSALBy: _____
(Signature of Authorized Representative)Weir Welding
Name of Contractor

CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES

Bidder's Name:

Weir Welding

Address:

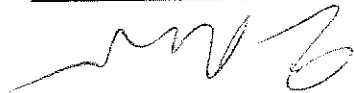
316 12th Street, Carlstadt, NJ 07072

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:

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

Thomas R. Weir - President

(Signature)



(Date)

01/29/25

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.

Company Name Kenil United Corp.
By: Mike Russo
Title: Project Manager
Date: 1/29/2025
cc: (Unions employed by Contractor)

Contract Number _____
General Contractor _____

(to be completed by all Bidders)

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

I, (full name) Thomas R. Weir, of (city, town, or borough) of
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.).

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

20 25.

My Commission Expires _____, 20____.

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

Certificate Number
604009

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



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Michael Didomenico, President

Responsible Representative(s):
Ralph Didomenico, Secretary

De Sesa Engineering Company, Inc.

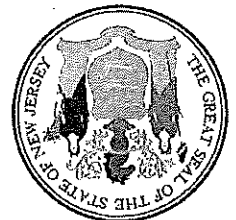
2024

Handwritten signature of Robert Asaro-Angelo in black ink.

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.



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

State of New Jersey

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

**TOTAL AMOUNT OF
UNCOMPLETED CONTRACTS**

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)
I Certify that the amount of uncompleted work on contracts is \$ 34,224,300.00
The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.
I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully submitted,

By

DeSesa Engineering Co., Inc

Signature
Name of Firm

President
Title

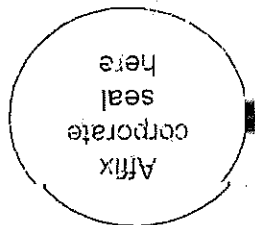
83 Dorsa Avenue, Livingston, NJ
Business Address

973-697-0070
Phone

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

Notary Public

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



DESEA ENGINEERING CO INC
83 DORSA AVE
LIVINGSTON, NJ 07039

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



NOTICE OF CLASSIFICATION



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

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

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>

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



CONTRACTOR NOTICE OF PREQUALIFICATION

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

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

Effective Date: September 12, 2024
Expiration Date: November 14, 2026

Aggregate Limit: \$75 Million

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

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

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

09/19/01

DESESA ENGINEERING COMPANY, INC.

83 DORSA AVE
LIVINGSTON NJ 07039

Taxpayer Identification# 221-612-310/000

Dear Business Representative:

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

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

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

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

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

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiachio

Patricia A. Chiachio
Director, Division of Revenue

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

TRADE NAME:

DESESA ENGINEERING COMPANY, INC.

TAXPAYER IDENTIFICATION#

221-612-310/000

ADDRESS

83 DORSA AVE
LIVINGSTON NJ 07039

EFFECTIVE DATE:

09/25/57

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
Director, Division of Revenue

Patricia A. Chiachio

09/19/01

ISSUANCE DATE:

0097158

CONTRACTOR CERTIFICATION#

(See Reverse Side)

CA-1 (10-84)

STATE OF NEW JERSEY	
CERTIFICATE OF AUTHORITY	
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.	
BEST SA ENGINEERING COMPANY, INC.	
63 DORSETT LANE	
LIVINGSTON, N.J. 07039	
Document Locator No.	04-23-47
Tax Effective Date	07-01-84
Tax Registration No.	221-012410-000
Director, Division of Taxation	
<i>Richard D. Burt</i>	
DIVISION OF TAXATION TREASURY, NEW JERSEY 06648	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

THIS DOCUMENT IS PRINTED ON A RECYCLED PAPER. WITH A QUALIFIED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

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

HAS LICENSED

MICHAEL DIDOMENICO
5 REVERE COURT
EAST HANOVER NJ 07936

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

Signature of Licensee, Registrant/Certificate Holder

05/01/2024 TO 06/30/2026

VALID

19HC00559300
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

Cam. San

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

05/01/2024 TO 06/30/2026

VALID

SIGNATURE

19HC00559300

LICENSE/REGISTRATION/CERTIFICATE # ACTING DIRECTOR

Cam. San

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST

PLEASE NOTIFY:

Board of Examiners of HVACR Contrac

P.O. Box 47031
Newark, NJ 07101

PLEASE DETACH HERE

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
Division of Consumer Affairs

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

HAS LICENSED

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

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

Engineering

08/06/2024 TO 08/31/2026
VALID
24GA27928900
LICENSE/REGISTRATION/CERTIFICATION #
C. M. San
ACTING DIRECTOR
Signature of Licensee/Registrant/Certificate Holder

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

SIGNATURE

08/08/2024 TO 08/31/2026

VALID

24GA27928900

License/Registration/Certificate # ACTING DIRECTOR

DE SESA ENGINEERING CO., INC
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 24GA 27928900 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Prof. Engineers & Land Surveyors

P.O. Box 45015

Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.
PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

☐ HOME ☐ BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

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

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

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

HAS LICENSED

MICHAEL DIDOMENICO
5 REVERE COURT
EAST HANOVER NJ 07936-2818

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

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

02/21/2024 TO 04/30/2026

VALID

24GE01794700

License/Registration/Certificate # ACTING DIRECTOR

SIGNATURE

Camie Sain

24GE01794700
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

Camie Sain

02/21/2024 TO 04/30/2026
VALID

Signature of Licensee/Registrant/Certificate Holder

Michael Didomenico

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

Board of Prof. Engineers & Land Surveyors

P.O. Box 45015

Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.

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

☐ BUSINESS

☐ HOME

☐ BUSINESS

☐ HOME

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

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-May-2024 to 15-May-2027



Elizabeth M. Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DESESA ENGINEERING COMPANY, INC.
83 DORSA AVENUE
LIVINGSTON NJ 07039

BIDDER'S CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

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

STATE OF NEW JERSEY }
COUNTY OF NJ }
} SS.

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

I am President of the firm of DeSesa Engineering Co., Inc. the HVAC 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 DeSesa Engineering 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.

Subscribed and sworn

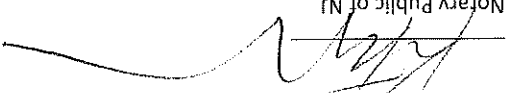
before me on this

22nd day of

January in the

Year 2025.

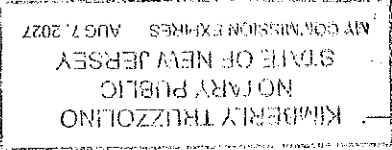
Notary Public of NJ

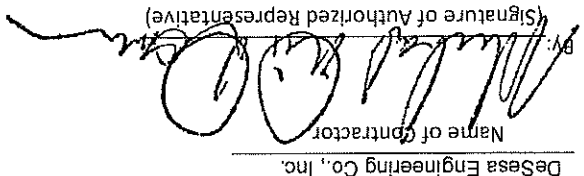


My Commission expires

20

NOTARY SEAL:



DeSesa Engineering Co., Inc.
Name of Contractor

(Signature of Authorized Representative)

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

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

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 }

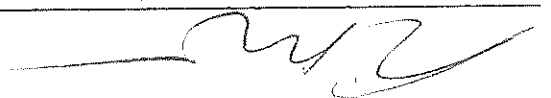
COUNTY OF Bergen }
} SS.

I, (full name) Thomas R. Weir of (city, town, or borough) of

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 2025.
Notary Public of NJ
My Commission expires 20
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
herein, and understands that any act of non-compliance with all such terms
and conditions will subject the non-complying Contractor or employee(s) to
being prohibited from the Project Site until full compliance is obtained.

(2) Certifies that it has no commitments or agreements that would preclude its
full compliance with the terms and conditions of said Projects Labor
Agreement.

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

DeSesa Engineering Co., Inc.
Company Name
By: Michael DiDonato
Title: President
Date: 1/22/25
General Contractor
Contract Number

cc: (Unions employed by Contractor)

Certificate Number
603690

Registration Date: 04/10/2024
Expiration Date: 04/09/2026



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):

Kenneth W Smith Jr, Owner

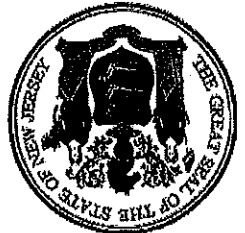
PJ Smith Electrical Contractors, Inc.
2024

A handwritten signature in black ink, appearing to read "R. 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
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 \$ 8,349,250.00
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 PJ Smith Electrical Contractors, Inc.

Name of Firm

Signature

Kenneth W Smith Jr. Owner/CEO

Title

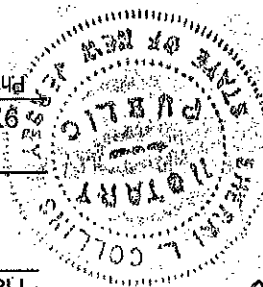
3651 State Route 23

Business Address

Hamburg NJ 07419

973-827-7347

Phone



DPMC 201 (3/15)
NOTARY PUBLIC
SHERRI L. COLLINS #2314099
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 29, 2029

Sherri L. Collins
My commission expires 04-26-2029

Notary Public of New Jersey

Sworn to and
subscribed before me
This 30th day of JANUARY
20 25
[Signature]
1/30/25

Sherri Collins

From: CClass@treas.state.nj.us
Sent: Tuesday, March 26, 2024 8:28 AM
To: sc1@pjsmithelctric.com
Subject: Notice of Classification

PJ SMITH ELECTRICAL CONTRACTORS, INC.
3651 STATE ROUTE 23
HAMBURG, NJ 07419

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
\$31,500,000	C052 -AUDIO-VISUAL SYSTEMS	04/09/2024	04/08/2026
	C043 -CONTROL SYSTEMS	04/09/2024	
	C047 -ELECTRICAL	04/09/2024	
	License #: 34EB01805700		
	C112 -STAGE EQUIPMENT	04/09/2024	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <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

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

TAXPAYER NAME: P. J. SMITH ELECTRICAL CONTRACTORS, INC.
TRADE NAME:
CONTRACTOR CERTIFICATION# 009774
ADDRESS: 122-421-588/000
3651 STATE RT. 2
HAMBURG NJ 07419
EFFECTIVE DATE: 09/19/01
ISSUANCE DATE: 09/19/01

William H. Chirba
Director, Division of Revenue

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

FORM-BROG(08-01) 06/01/02

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. 08635

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.

Tax Registration No.: XXX-XXX-5887000

Acting Director, Division of Taxation

Tax Effective Date: 10-01-82

Document Location No.: C0000686756

Date Issued: 12-10-19

P. J. SMITH ELECTRICAL CONTRAC
3651 STATE RT 23
HAMBURG NJ 07419-1823

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

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

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

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

HAS LICENSED

Kenneth W. Smith Jr
3651 State Route 23
Hamburg NJ 07419

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

01/22/2024 TO 03/31/2027

VALID

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

34EI01805700
LICENSE/REGISTRATION/CERTIFICATION #

Can. 3a

Newark, NJ 07101

P.O. Box 45006

Board of Examiners of Electrical Contractors

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

PLEASE DETACH HERE

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
Kenneth W. Smith Jr
Electrical Contractor

01/22/2024 TO 03/31/2027

VALID

34EI01805700

License/Registration/Certificate # ACTING DIRECTOR

SIGNATURE

Can. 3a

PLEASE DETACH HERE

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

001861 34EB01805700 02/08/2024

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

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

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

HAS LICENSED

P J SMITH ELECTRICAL CONTRACTORS INC
KENNETH W SMITH JR
3651 State Route 23
Hamburg NJ 07419

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

02/08/2024 TO 03/31/2027

VALID

Signature of Licensee/Registrant/Certificate Holder

34EB01805700
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

Cam. San

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Co
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

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
P J SMITH ELECTRICAL CONTRACTORS INC.
Electrical Business Permit

02/08/2024 TO 03/31/2027

VALID

34EB01805700

License/Registration/Certificate # ACTING DIRECTOR

Cam. San



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

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

ELIZABETH MAHER MUOIO
State Treasurer

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

5-YEAR RECERTIFICATION

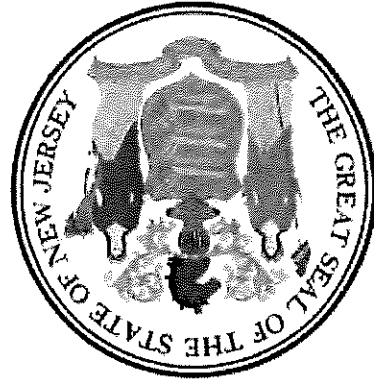
APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges P. J. SMITH ELECTRICAL CONTRACTORS, INC. DBA: PJ Smith Electrical Contractors, Inc. as a Category 3 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period, the business must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval. If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Peter Lowicki
Deputy Director

*Expiration: 5/13/2026

Certification Number: A0153-43

Issued: 5/13/2021

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

BIDDER'S CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

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

Type text here

STATE OF NEW JERSEY)
COUNTY OF Sussex)
} SS.
}

I, Kenneth W Smith Jr. of the (City, Town, Borough) of Wantage State of New Jersey
of full age, being duly sworn according to law on my oath depose and say that:

I am Owner/CEO PJ Smith Electrical Contractors Inc. the Sub 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 PJ Smith Electrical Contractors 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.

Subscribed and sworn

before me on this

30th day of

January in the

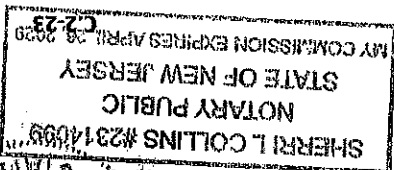
Year 2025

Notary Public of NJ

My Commission expires

04-26-2029

NOTARY SEAL:



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

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

By: PJ Smith Electrical Contractors Inc.
Name of Contractor
Kenneth W. Smith, Jr.
Owner/CEO
(Signature of Authorized Representative)

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 Sussex }
} SS.

I, (full name) Kenneth W Smith Jr.
of (city, town, or borough) of
Sussex and State of

New Jersey
Wantage
in the County of
Sussex
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) Owner/CEO
PJ Smith Electrical Contractors Inc.
of the firm/business named
the above named project, and that I executed the said Proposal 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)

Kenneth W Smith Jr. Owner/CEO

(Name and Title of Authorized Representative)

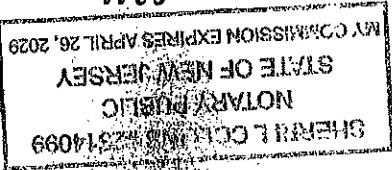
Subscribed and sworn
before me on this
day of
January 30th
in the year
2025

Notary Public of NJ

My Commission Expires

04-26

NOTARY SEAL:



cc: (Unions employed by Contractor)

PJ Smith Electrical Contractors Inc.
Company Name
By: Kenneth W Smith Jr
Title: Owner/CEO
Date: January 30, 2025

General Contractor

Contract Number

- (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) (or any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

The undersigned, as a General Contractor and/or Project Management Firm, Subcontractor(s) or Contractor(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:

_____ of Middlesex and dated _____ (the "Agreement")

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

JERSEY LETTER
OF ASSENT

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

Brooks Mechanical Consultants, Inc.
2024

Responsible Representative(s):

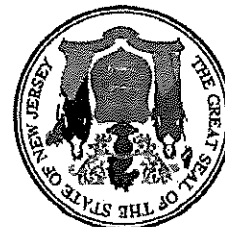
Damon Henderson, Owner

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.

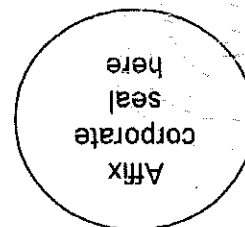


State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

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.



Sworn to and
subscribed before me
This 22 day of
January
Anton Andreovski
Notary Public
Bergen County, New Jersey
I.D.#2371002
My Commission Expires Dec. 23, 2028

DPMC 701 (3/15)

Respectfully submitted,
By Brooks Mechanical Consultants, Inc.
Name of Firm

Signature
Title President
Business Address 15 - 19 East 13th Street
Paterson NJ 07524
Phone 973-653-9464

NJSDA TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

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

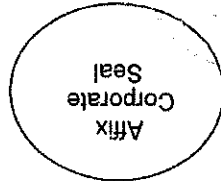
A firm may exclude from "uncompleted construction work" the following:

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

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

Respectfully submitted,

By: Brooks Mechanical Consultants, Inc.
Name of Firm
Signature
Christopher Guzman, President
Type or Print Name and Title
Business Address
15 - 19 East 13 Street
Paterson NJ 07524
973-653-9464
Telephone



Date: 01/22/25

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 #: 36BIO1286700	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/Assets/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.



CONTRACTOR NOTICE OF PREQUALIFICATION

for
Brooks Mechanical Consultants, Inc.

15-19 East 13th Street

Paterson, NJ 07524

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

Effective Date: November 1, 2023

Expiration Date: November 17, 2025

Aggregate Limit: \$30 Million

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

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

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

	
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name: BROOKS MECHANICAL CONSULTANTS, INC.	Trade Name: 15-19 EAST 13TH STREET PATERSON, NJ 07524
Certificate Number: 0097918	Effective Date: April 21, 1997
Date of Issuance: August 26, 2015	For Office Use Only: 20150826124704327

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

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

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

Acting Director, Division of Taxation

Robert J. Thompson

Tax Registration No. 223-388-884/000

Tax Effective Date: 06-29-95

Document Locator No. 80000675722

Date Issued: 11-16-00

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



BROOKS MECHANICAL CONSULTANTS,
1 HOLLYWOOD AVE.
HO HO KUS N.J. 07023

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

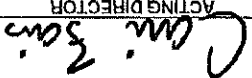
06/04/2023 TO 06/30/2025
VALID

Signature of Licensee/Registrant/Certificate Holder



36B101286700
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR





State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026

TRENTON, NJ 08625-026

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

ELIZABETH MAHER MUOIO
State Treasurer

TAHESHA WAY, ESQ.
Lt. Governor

PHIL MURPHY
Governor

5-YEAR RECERTIFICATION

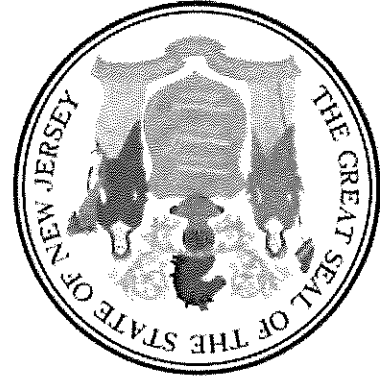
APPROVED

under the

Small Business Set-Aside Act

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

In order for this certification to remain in effect throughout the 5 year certification period, the business must submit annual verification statements attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted not more than 60 days prior to the anniversary of the certification approval. If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Deputy Director

*Expiration: 12/8/2028

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

Certification Number: A0429-39

Issued: 12/8/2023

BIDDER'S CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

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

STATE OF NEW JERSEY }

COUNTY OF Bergen }

I, Christopher Guzman of the (City, Town, Borough) of Upper Saddle River State of

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

I am President of the firm of Brooks Mechanical Consultants, Inc. Plumbing Contractor

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

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

Subscribed and sworn

before me on this

day of

January

in the

Year 20

Notary Public
Bergen County, New Jersey

Notary Public ID #2371002

My Commission Expires Dec. 23, 2028

My Commission expires

20

NOTARY SEAL:

By: (Signature of Authorized Representative)

Name of Contractor

Brooks Mechanical Consultants, Inc.

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

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

cc: (Unions employed by Contractor)

General Contractor -----

Contract Number TBD -----

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 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.).

(Signature of Authorized Representative)

Chris Guzman, President

(Name and Title of Authorized Representative)

Subscribed and sworn

before me on this

29

day of

January

in the year

2025

Antoni Andreevski

Notary Public

Bergen County, New Jersey

ID #2371002

My Commission Expires Dec. 23, 2028

NOTARY SEAL:

20

My Commission Expires

NOTARY SEAL: