

DOCUMENT 004113 – BID FORM – STIPULATED SUM – SINGLE-PRIME CONTRACT

1.1 BID INFORMATION

- A. Bidder: H&S Construction and Mechanical, Inc.
- B. Project Name: Renovations to Dunellen Firehouse.
- C. Project Location: 231 S Madison Ave, Dunellen, NJ 08812.
- D. Owner: Borough of Dunellen.
- E. Architect: ALLOY5 Architecture, LLC.
- F. Architect Project Number: 22-0054.

1.2 CERTIFICATIONS AND BASE BID

A. BID

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ALLOY5 Architecture, LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. five million five hundred sixty thousand Dollars (\$ 5,562,000.⁰⁰ DA)
~~two thousand nine hundred~~
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 – Alternates Form.

B. SUBCONTRACTORS

We, the Undersigned, propose to subcontract work, in conjunction with this single overall bid submitted, pursuant to NJSA 40A:11-1 et seq., to the following:

1. Structural Steel work to:
- a. Name of Subcontractor: Alloy Welding Co.
- b. Address of Subcontractor: 6A Culnen Drive, Somerville, NJ
- c. Name of subcontractor's bonding surety: United Fire & Casualty Company 08876
2. Plumbing work to:

- a. Name of Subcontractor: H&S Construction and Mechanical, Inc.
- b. Address of Subcontractor: 721 Bayway Ave, Elizabeth, NJ 07202
- c. Name of subcontractor's bonding surety: United Fire & Casualty Company
- d. Identify the licensed master plumber who owns at least 10% of the named plumbing subcontractor in accordance with NJSA 45:14C-(2)h):

Name of Plumber: Daniel Hernandez License Number: 36BI00953400

3. H.V.A.C. work to:

- a. Name of Subcontractor: H&S Construction and Mechanical, Inc.
- b. Address of Subcontractor: 721 Bayway Ave, Elizabeth, NJ 07202
- c. Name of subcontractor's bonding surety: United Fire & Casualty Company

4. Electrical work to:

- a. Name of Subcontractor: Cary Kuback and Son Electric, Inc.
- b. Address of Subcontractor: 12 Sharon Rd, Robbinsville, NJ 08869
- c. Name of subcontractor's bonding surety: United Fire + Casualty Company

1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days, pursuant to N.J.S.A. 40A:11-24, from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will execute the Agreement within ten days of receipt of Notice of Award and commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.4 CONTRACT TIME

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 280 calendar days as set forth in the Agreement form, AIA Documents A101.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 12/20/2022.
2. Addendum No. 2, dated 12/30/2022.
3. Addendum No. 3, dated 01/13/2023.
4. Addendum No. 4, dated _____.
5. Addendum No. 5, dated _____.
6. ☐ No addenda were received.

1.6 BID FORM SUPPLEMENTS

- A. The documents indicated below by an (X) are required to be submitted with the bid proposal. Our initials indicated we have included those required items with the completed bid proposal.

Failure to submit the following documents prior to opening of bids is a mandatory cause for the bid to be rejected per NJSA 40A:11-23.2.

REQUIRED:	DESCRIPTION	INITIALS:
X	Bid Guarantee pursuant to NJSA 40A:11-21 (Bid Bond, Certified Check or Cashier's Check).	DH
X	A statement of Ownership Disclosure pursuant to NJSA 52:25-24.2.	DH
X	A listing of subcontractors pursuant to NJSA 40A:11-16. [listed above]	DH
X	Acknowledgement of receipt of any notice(s), or revision(s), or Addenda to an advertisement, specification or bid document(s). [listed above]	DH
X	A Consent of Surety pursuant to NJSA 40A:11-22.	DH
X	Disclosure of Investment Activities in Iran pursuant to Public Law 2012 c.25.	DH

Failure to submit the following documents may be a cause for the bid to be rejected pursuant to N.J.S.A. 40A:11-23.1.)

REQUIRED:	DESCRIPTION	INITIALS:
X	Mandatory Language – Americans with Disabilities Act of 1990 pursuant to 42 U.S.C. §12101 et seq. (Our initials acknowledge receipt of document).	DH
X	Non-Collusion Affidavit (must be notarized) pursuant to NJSA 52:34-15.	DH
X	Mandatory New Jersey Anti-Discrimination Provisions. (Our initials acknowledge receipt of document.)	DH
X	Business Registration Certificate pursuant to NJSA 52:32-44 (P.L. 2004 c.57).	DH
X	Asbestos Acknowledgement Form	DH
X	Mandatory Affirmative Action Language for Construction Contracts. (Our initials acknowledge receipt of document).	DH
X	Political Contribution Disclosure Affidavit	DH
X	Document 004321 – Allowances Form	DH
X	Document 004322 – Unit Prices Form	DH
X	Document 004323 – Alternates Form	DH

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in The State of New Jersey and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. We, the Undersigned, have inspected the site, and acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for 60 calendar days, pursuant to N.J.S.A. 40A:11-24, from the date of opening hereof, and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

We, the Undersigned, are a sole proprietor/partnership/corporation:

Company Name: H&S Construction and Mechanical, Inc. (Name of bidding firm or corporation).

Authorized Signature: _____ (Handwritten signature).

Signed By: Daniel Hernandez (Type or print name).

Title: President (Owner/Partner/President/Vice President).

Witnessed By: _____ (Handwritten signature).

Attest: _____ (Handwritten signature).

By: Daniel Hernandez (Type or print name).

Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).

Street Address: 721 Bayway Ave.

City, State, Zip: Elizabeth, NJ 07202.

Phone: 908-352-4345.

E-mail Address: danjr@hsmechanical.com.

License No.: PW 614443.

Federal ID No.: 22-2978061 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004321 - ALLOWANCE FORM

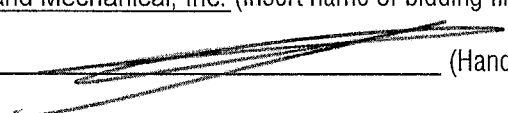
1.1 BID INFORMATION

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- C. Project Location: 231 S Madison Ave, Dunellen, NJ 08812.
- D. Owner: Borough of Dunellen.
- E. Architect: ALLOY5 Architecture, LLC.
- F. Architect Project Number: 22-0054.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 31 day of January, 2023.
- B. Submitted By: H&S Construction and Mechanical, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Daniel Hernandez (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: H&S Construction and Mechanical, Inc.
- B. Project Name: Renovations to Dunellen Firehouse.
- C. Project Location: 231 S Madison Ave, Dunellen, NJ 08812.
- D. Owner: Borough of Dunellen.
- E. Architect: ALLOY5 Architecture, LLC.
- F. Architect Project Number: 22-0054.

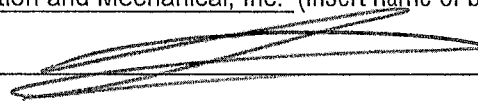
1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.

1.3 UNIT PRICES

- A. Unit-Price No. 1: Helical piles.
 - 1. two thousand one hundred dollars (\$2,900.⁰⁰) per unit.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 31 day of January, 2023.
- B. Submitted By: H&S Construction and Mechanical, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Daniel Hernandez (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, H&S Construction and Mechanical, Inc.
_____ as Principal,
and United Fire & Casualty Company _____, as Surety, are hereby held and firmly bound unto
Borough of Dunellen, NJ _____ as Oblige
in the penal sum of ten percent of amount bid not to exceed twenty thousand (10% NTE \$20,000.00)

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

Signed this 10th day of January, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that WHEREAS the Principal has submitted to the Oblige
Borough of Dunellen, NJ

a certain Bid, attached hereto and hereby made a part hereof,, to enter into a contract in writing, for the
Renovations to Dunellen Firehouse

NOW, THEREFORE,

- a) If said Bid shall be rejected, or, in the alternate
- b) If said Bid shall be accepted and the Principal shall execute and deliver 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 connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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

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 Oblige may accept such bid; and said 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.

BY: Witness Cathy Seijas
Alison E. Fleming
BY: Witness Alison E. Fleming

H&S Construction and Mechanical, Inc.
(Principal)
Daniel Hernandez, President
United Fire and Casualty Company
(Surety)
Attorney-In-Fact Thomas J. Henn

ACKNOWLEDGEMENT FOR PRINCIPAL, IF A CORPORATION

STATE OF New Jersey

COUNTY OF Monmouth

On this 10 day of January, 2023 before me personally came Daniel Hernandez to me known to be the person duly sworn, did depose and say, that he/she resides in Seabright. That he/she is President of corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn before me the date set forth above

Ceilý N. Seijas
CEILY N. SEIJAS
Commission #2431188
Notary Public, State of New Jersey
My Commission Expires
March 13, 2023
Notary Public

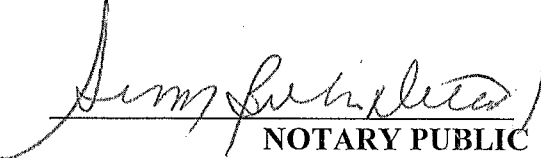
ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT

Acknowledgement by Surety

STATE OF NJ

COUNTY OF Morris

On this 10th day of January , 2023 before me personally came Thomas J. Henn who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of United Fire and Casualty Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.


NOTARY PUBLIC

Susan Bulman-Ditchkus
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2406166
MY COMMISSION EXPIRES March 24, 2026



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN P. HYLAND, DARYL LAFORGE, THOMAS J. HENN, ROBERT F. LAING, SUSAN BULMAN-DITCHKUS, LOURDES SCHEEL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 28th day of January, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

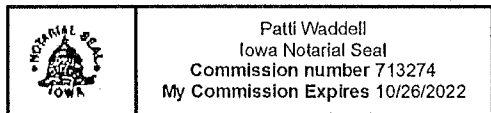
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of January, 2021

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 28th day of January, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10th day of January, 2023



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

UNITED FIRE AND CASUALTY COMPANY

P.O. Box 73909, Cedar Rapids, IA. 52407

Statement of Financial Condition As Of December 31, 2021

ASSETS

Bonds	\$746,814,976
Stocks	516,513,849
Real Estate and Equipment	44,213,351
Cash in Banks and Offices and Short Term Investments	209,971,868
Premiums in Course of Collection (less than 90 days old)	301,000,201
Reinsurance and Other Accounts Receivable	39,248,115
Deposits and Other Non Invested Assets	135,994,633
Total Admitted Assets	<u>\$1,993,756,993</u>

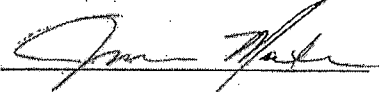
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Unearned Premiums	\$263,748,093
Reserve for Claims and Claim Expense	940,326,439
Reserve for Taxes and Expense	<u>35,271,673</u>
Total Liabilities	<u>\$1,239,346,205</u>
Capital Stock and Paid In Capital	\$213,779,588
Surplus Notes	50,000,000
Surplus	490,631,200
Surplus as regards Stockholders	<u>754,410,788</u>
Total	<u>\$1,993,756,993</u>

Securities carried at \$7,494,138 in the above statement are deposited as required by law.

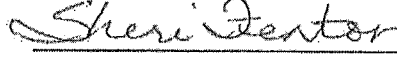
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2021 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$1,993,756,993 and surplus as regards shareholders \$754,410,88.

I, Janice A. Martin, Treasurer of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.


Treasurer

State of Iowa
City of Cedar Rapids } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Iowa in the City of Cedar Rapids, this
16th day of March, 2022


Notary Public





SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. § 2A:44-143

UNITED FIRE & CASUALTY COMPANY, (hereinafter "Surety"), the Surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, 2021, which amounts have been certified as indicated by certified public accountants:

Total capital and surplus: \$754,411,000;

Ernst & Young, LLP, 801 Grand Ave, Ste 3000, Des Moines, IA 50309-2764.

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

Current underwriting limitation: \$65,202,000.

(4) The amount of the bond to which this statement and certification is attached is \$ Ten percent of amount bid not to exceed twenty thousand dollars (10% NTE \$20,000).

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

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: (not applicable); and

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

CERTIFICATE

I, Dennis Richmann, as Vice President for United Fire & Casualty Company, a corporation insurance domiciled in the State of Iowa, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

UNITED FIRE & CASUALTY COMPANY

By: Dennis J. Richmann
Dennis Richmann, Vice President

Dated: January 10, 2023

CONSENT OF SURETY

A performance 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: Borough of Dunellen, NJ (Owner)

Re: H&S Construction and Mechanical, Inc. (Contractor)

Renovations to Dunellen Firehouse (Project Description)

This is to certify that the United Fire & Casualty Company (Surety Company)

will provide to Borough of Dunellen, NJ (Owner) a performance bond and

payment bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Contractor: H&S Construction and Mechanical, Inc.

Authorized Agent of Surety Company: _____

Print Name and Title: Thomas J. Henn Attorney-In-Fact

Date Signed: January 10, 2023

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN P. HYLAND, DARYL LAFORGE, THOMAS J. HENN, ROBERT F. LAING, SUSAN BULMAN-DITCHKUS, LOURDES SCHEEL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 28th day of January, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of January, 2021

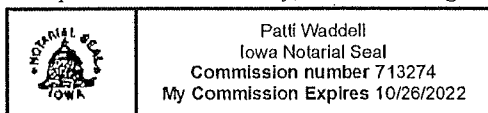


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 28th day of January, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 10th day of January, 2023



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

DOCUMENT 004300 – BID FORM SUPPLEMENTS

1.1 BID INFORMATION

- A. Bidder: H&S Construction and Mechanical, Inc.
- B. Project Name: Renovations to Dunellen Firehouse.
- C. Project Location: 231 S Madison Ave, Dunellen, NJ 08812.
- D. Owner: Borough of Dunellen.
- E. Architect: ALLOY5 Architecture, LLC.
- F. Architect Project Number: 22-0054.

1.2 SUMMARY

- A. In accordance with Document 00 21 13 - Instructions to Bidders and Document 00 41 13 Bid Form - Stipulated Sum – Single-Prime Contract, we include the Appendices to Bid Form Supplements listed below. The information provided shall be considered an integral part of the Bid Form.

1.3 APPENDICES

- A. The following appendices are attached to this document:
 - 1. Consent of Surety
 - 2. Statement of Ownership Disclosure
 - 3. Disclosure of Investment Activities in Iran
 - 4. Appendix A Americans with Disabilities Act of 1990
 - 5. Non-Collusion Affidavit
 - 6. Exhibit B Mandatory Equal Employment Opportunity Language
 - 7. New Jersey Anti-Discrimination Provisions
 - 8. Provisions Concerning Changed Conditions in Construction Contracts
 - 9. Asbestos Acknowledgment Form

END OF DOCUMENT 004300

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

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

Name of Organization: H&S Construction and Mechanical, Inc.

Organization Address: 721 Bayway Ave, Elizabeth, NJ 07202

PART I Check the box that represents the type of business organization:

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

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Daniel Hernandez, President 100%	150 Ocean Ave, Seabright, NJ 07760

PART III Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in Part II

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

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

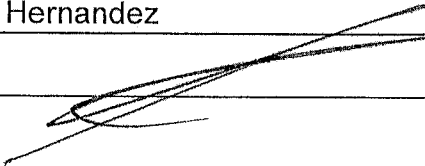
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Daniel Hernandez, President 100%	150 Ocean Ave Seabright, NJ 07760

PART IV Certification

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

Full Name (Print): Daniel Hernandez Title: President

Signature:  Date: January 10, 2023

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: H&S Construction and Mechanical, Inc.

PART I Certification

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

CHECK THE APPROPRIATE BOX

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

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

PART II Additional Information

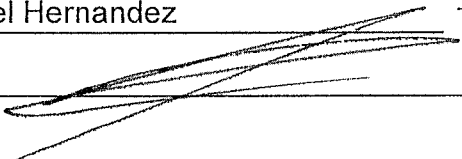
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

PART III Certification

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

Full Name (Print): Daniel Hernandez Title: President

Signature:  Date: January 10, 2023

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

The contractor and the Borough of Dunellen, (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. S121 01 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.

NON-COLLUSION AFFADAVIT

State of New Jersey

County of Union ss: 22-2978061

I, Daniel Hernandez residing in Seabright (Municipality)

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 President (title or position)

of the firm of H&S Construction and Mechanical, Inc. (name of firm)

the bidder making this Proposal for the bid entitled Renovations @ Dunellen Firehouse (title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the

H&S Construction and Mechanical, Inc. (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

H&S Construction and Mechanical, Inc.

Subscribe and sworn to before me this day January 10, 2023

[Signature] (Signature)

Daniel Hernandez, President (Type or Print Name of affiant)

Notary Public of New Jersey

My commission expires March 13, 2023

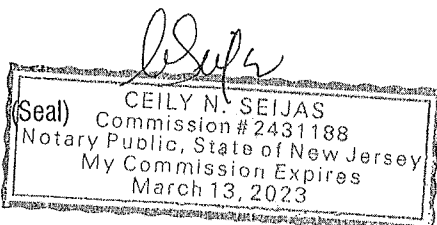


EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i) The contractor or subcontractor shall interview the referred minority or women worker.
 - ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or 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 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.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS
(N.J.S.A. 40A:11-16.7)

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the

contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

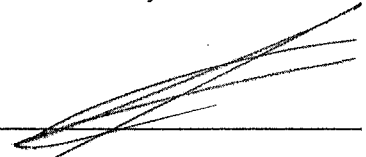
ASBESTOS ACKNOWLEDGEMENT FORM

TO ALL CONTRACTORS/WORKERS

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, you are hereby informed that the Owner has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

You are hereby informed that you have the right to inspect the Management Plan prior to the commencement of your work. You are also directed to inform the Owner if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

Your signature below acknowledges that you have been informed prior to the commencement of work that you have been made aware of your rights under the AHERA Regulations. Each Prime Contractor shall notify his subcontractors of the above notification.

Full Name (Print): Daniel Hernandez, President Signature: 
Company Name (Print): H&S Construction and Mechanical, Inc. Date: January 10, 2023

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional

information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOCUMENT 004323 – ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: H&S Construction and Mechanical, Inc.
- B. Project Name: Renovations to Dunellen Firehouse.
- C. Project Location: 231 S Madison Ave, Dunellen, NJ 08812.
- D. Owner: Borough of Dunellen.
- E. Architect: ALLOY5 Architecture, LLC.
- F. Architect Project Number: 22-0054.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within **60** days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 01: Demolish and remove existing exterior egress stair, supports and associated components in their entirety and furnish and install new exterior egress stair, supports and associated components as detailed in Contract Documents:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐.

2. One hundred thirty thousand Dollars (\$ 130,000.⁰⁰).

- B. Alternate No. 02: Clean, repair and repoint existing brick veneer from finished grade to a height of 3'-0" and for 5 courses in all directions around openings on West Elevation in place of full replacement of brick veneer on West Elevation as indicated in the Contract Documents:

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐.

2. fifty thousand Dollars (\$ 50,000.⁰⁰).

- C. Alternate No. 03: Provide fixed fiberglass frame window units in place of fixed storefront aluminum frame window units for types W-1, W-2, W-3, W-4 & W-5 as indicated in the Contract Documents:

1. ADD ☒ DEDUCT ☐ NO CHANGE ☐ NOT APPLICABLE ☐.

2. three thousand Dollars (\$ 3,000.⁰⁰).

- D. Alternate No. 04: Clean, scrape, repair and repaint all trim, louvers and associated components of existing cupola in place of partial removal and replacement with a new prefabricated cupola as indicated in the Contract Documents:

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐.

2. four thousand Dollars (\$ 4,000.⁰⁰).

- E. Alternate No. 05: Clean and paint existing wood stair, supports, risers, and treads and install new rubber tread covers with non-slip strip at Stair A in place of full removal and replacement with new metal pan stair as indicated in the Contract Documents:

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐.

2. Six thousand five hundred Dollars (\$ 6,500.⁰⁰).

- F. Alternate No. 06: Provide wood framing in place of steel framing at Control Room 103 as indicated in the Contract Documents.

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐.

2. one thousand Dollars (\$ 1,000.⁰⁰).

- G. *Alternate No. 07: Provide tile base and painted moisture-resistant gypsum board in place of full height wall tile and cement backing board at North and West walls of Accessible Bathroom 201 as indicated in the Contract Documents:*

1. ADD ☐ DEDUCT ☒ NO CHANGE ☐ NOT APPLICABLE ☐.

2. two thousand two hundred Dollars (\$2,200.⁰⁰).

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 10 day of January, 2023.

B. Submitted By: H&S Construction and Mechanical, Inc. (Insert name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Daniel Hernandez (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Borough of Dunellen

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: H&S Construction and Mechanical, Inc.			
Address: 721 Bayway Ave			
City: Elizabeth	State: NJ	Zip: 07202	

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 _____ Daniel Hernandez _____ President
Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$275 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.

[illegible]

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

ADDENDUM 02 – 12-30-2022

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF DUNELLEN

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the H&S Construction and Mechanical, Inc. (NAME OF BUSINESS ENTITY) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2022 (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Dunellen as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dunellen Republican Municipal Committee	Councilman Harold Vandermark
Dunellen Democratic Municipal Committee	Councilwoman Jessica Dunne
	Councilwoman Theresa Albertson
Mayor Jason F. Cilento	Councilwoman Trina Rios
Councilman Daniel Cole Sigmon	
Councilwoman Joseph Paltjon	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Daniel Hernandez, President 100%	150 Ocean Ave, Seabright, NJ 07760

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: H&S Construction and Mechanical, Inc.

Signature of Affiant: _____

Title: President

Printed Name of Affiant: Daniel Hernandez

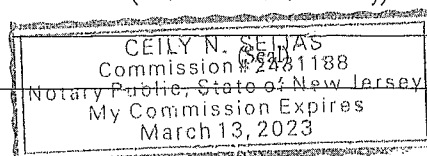
Date: January 31, 2023

Subscribed and sworn before me this 31 day of

January, 2023.

My Commission expires:

(Witnessed or attested by)



BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF DUNELLEN

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$275 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**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

**Daniel R. Hernandez, Jr.**  
T/A H and S CONSTR and MECH INC  
721 Bayway Ave  
Elizabeth, NJ 07202

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

06/02/2021 TO 06/30/2023

VALID

**36BI00953400**

LICENSE/REGISTRATION/CERTIFICATION #

  
Signature of Licensee/Registrant/Certificate Holder

  
ACTING DIRECTOR

**Daniel R. Hernandez, Jr.**

EXPIRATION DATE

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **36BI 00953400** . PL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO  
BELOW.

**Board of Exam. of Master Plumbers  
P.O. Box 45008  
Newark, NJ 07101**

PRINT YOUR NEW ADDRESS OF RECORD BELOW.

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

HOME ☐

BUSINESS ☐

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

TELEPHONE  
INCLUDE AREA CODE

\_\_\_\_\_

PRINT YOUR NEW MAILING ADDRESS BELOW.  
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL PRINT ON  
THE DIVISION OF CONSUMER AFFAIRS CORRESPONDENCE.

HOME ☐

BUSINESS ☐

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

TELEPHONE  
INCLUDE AREA CODE

\_\_\_\_\_

If the law governing your profession requires the current license/registration/certificate

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A SECURITY FEATURE. PLEASE COVER IT TO PREVENT FALSIFICATION.

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

Daniel R. Hernandez, Jr.  
150 Ocean Ave  
Unit #21  
Sea Bright NJ 07760

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

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  
Daniel R. Hernandez, Jr.  
Master HVACR Contractor

05/02/2022 TO 06/30/2024  
VALID

SIGNATURE  
ACTING DIRECTOR

05/02/2022 TO 06/30/2024  
VALID

19HC00154900  
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

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

PLEASE DETACH HERE

Daniel R. Hernandez, Jr.

EXPIRATION DATE 2024

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 19HC 00154900 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Board of Examiners of HVACR Contractors  
P.O. Box 47031  
Newark, NJ 07101

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

HOME ☐  
BUSINESS ☐

TELEPHONE  
INCLUDE AREA CODE

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

HOME ☐  
BUSINESS ☐

TELEPHONE  
INCLUDE AREA CODE



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

State of New Jersey  
Department of Community Affairs  
Division of Fire Safety



Hereby Issues To  
**DANIEL R HERNANDEZ JR**

The Following Certification As  
**FIRE SPRINKLER SYSTEM**

02/25/2022 to 04/30/2025  
Issue Date Lapse Date

Lieutenant Governor Sheila Y. Oliver  
Commissioner

STATE OF NEW JERSEY  
DIVISION OF FIRE SAFETY

This is to certify that: DANIEL R HERNANDEZ JR

Has been certified as: C2-FSS

02/25/2022 to 04/30/2025

Issue Date Lapse Date

155083

DESID Number

PLEASE DETACH HERE

If your certification card is lost please notify:

Contractor's Certification and Emblems Unit  
Division of Fire Safety  
P.O. Box 809  
Trenton, NJ 08625-0809

PLEASE DETACH HERE

Dear DANIEL R HERNANDEZ JR,

Congratulations on being certified in the fire protection title indicated above. Let me commend you on your professional attitude and desire to provide a valuable service to your employer, industry and the citizens of New Jersey.

Fire protection certifications are valid for a period of three years. Recertification is achieved by accumulating a prescribed number of continuing professional development points and/or experience and educational credits. Once the certificate holder has met those requirements a renewal application may be submitted to the Contractor Certification Unit.

Again, I would like to extend my congratulations to you on your accomplishments and trust you will continue to strive for excellence by your experience and professional development. Please do not hesitate to contact the Division of Fire Safety, Contractor Certification Unit at (609) 984-7860 if we may further assist you.

Sincerely,

Lieutenant Governor Sheila Y. Oliver  
Commissioner

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



State of New Jersey  
Department of Community Affairs  
Division of Fire Safety



Hereby Issues To

**H & S CONSTRUCTION & MECHANICAL, INC**

**Fire Protection Equipment Contractor Business Permit**

In The Following Fire Protection Areas:

**Fire Sprinkler System**

STATE OF NEW JERSEY  
DIVISION OF FIRE SAFETY

This is to certify that a Fire Protection Equipment Contractor Business Permit has been issued to:

H & S CONSTRUCTION & MECHANICAL, INC

And is authorized to provide services on the following systems: FSS

02/25/2022 to 04/30/2025

Date Issued: 02/25/2022 Lapse Date: 04/30/2025

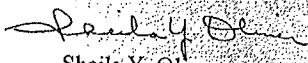
P00652 Permit ID

**P00652**

Permit ID

**02/25/2022 to 04/30/2025**

Date Issued Lapse Date



**Sheila Y. Oliver**  
Commissioner

PLEASE DETACH HERE

Fire Protection System Abbreviation Key:  
 AFPES-All Fire Protection Equipment Systems  
 FSS-Fire Sprinkler System  
 SHIFSS-Special Hazard Fire Suppression System  
 FAS-Fire Alarm System  
 PFE-Portable Fire Extinguisher  
 KFSS-Kitchen Fire Suppression System

PLEASE DETACH HERE

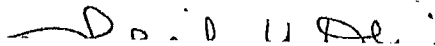
Dear Contractor:

Congratulations on receiving a business permit as a Fire Protection Equipment Contractor. The business identified above is authorized by the New Jersey Department of Community Affairs to install, service, repair, inspect and maintain fire protection equipment on the systems/services identified on the permit. The services authorized by this permit are restricted to the Fire Protection Equipment services identified on the business permit application, and may be limited within each permit classification.

Let me commend you on your professional attitude and desire to provide a valuable service to the citizens of New Jersey. The business permit will be valid for a period of three years. At least one employee of the business must be certified within "each" specialty listed on the permit. An individual certified as a "All Fire Protection Equipment Systems" contractor is permitted to work on all fire protection equipment systems authorized by Public Law P.L. 2001, c. 289.

Please do not hesitate to contact our office if we may further assist you. Our mailing address is: Division of Fire Safety, Contractor Certification and Emblems Unit, P.O. Box 809, Trenton, New Jersey 08625-0809, or phone us at (609) 984-7860.

Sincerely,



# UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

## Certificate of Registration

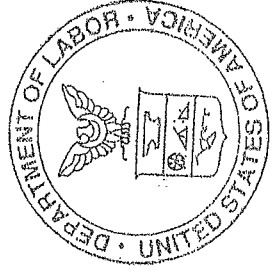
H & S CONST. & MECH. INC  
ELIZABETH, NEW JERSEY

for the trade classification of PLUMBER

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

MAY 1, 2002  
Date

11036  
Registration No.



*Do X. Chao*  
Secretary of Labor

*Anthony Duvoque*  
Administrator, Apprenticeship Training, Employer and Labor Services

# CERTIFICATE *of* PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

**H&S Construction & Mechanical, Inc.**

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),  
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY  
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

**ABCNJ - ERISA TRUST PARTICIPATOR**

Trade(s) covered by participation: Sheet Metal/Carpentry



A handwritten signature in black ink, appearing to read "Robert M. Brown".

SIGNED, *Robert M. Brown*, ERISA Trustee Chair

EXPIRES 1.31.2023

NJ DOL Program # 2019-NJ-72802

Cert# 13901830

Issue Date 2.28.2022



**New Jersey  
Chapter**

# CERTIFICATE *of* PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

**H&S Construction & Mechanical, Inc.**

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),  
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY  
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

**ABCNJ - ERISA TRUST PARTICIPATOR**

Trade(s) covered by participation: Construction Craft Labor/Painting/Masonry



A handwritten signature in black ink, appearing to read "Robert M. Brown".

SIGNED, *Robert M. Brown*, ERISA Trustee Chair

EXPIRES 3.31.2023

NJ DOL Program # 2019-NJ-72802

Cert# 13901840

Issue Date 3.11.2022



**New Jersey  
Chapter**

# CERTIFICATE *of* PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

H&S Construction & Mechanical, Inc.

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),  
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY  
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

**ABCNJ - ERISA TRUST PARTICIPATOR**

Trade(s) covered by participation: Carpenter Roofing Specialist (Roofing)



Samantha DeAlmeida

SIGNED, Samantha DeAlmeida  
ERISA Administrative Manager

EXPIRES 10.31.2023

NJ DOL Program # 2019-NJ-72802

Cert# 13902415  
Issue Date 9.21.2022





## State of New Jersey

**PHIL MURPHY**  
*Governor*

**SHEILA OLIVER**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

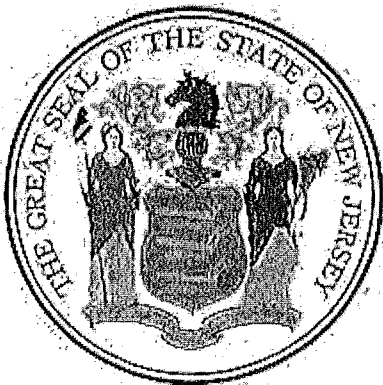
### APPROVED

*under the*  
Small Business Set-Aside Act

This certificate acknowledges H&S CONSTRUCTION & MECHANICAL, INC. as a Category 6 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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



Peter Lowicki  
Deputy Director

**Issued:** 5/4/2022  
**Certification Number:** A0243-07

**Expiration:** 5/4/2025

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.



## State of New Jersey

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

PHIL MURPHY  
*Governor*

SHEILA OLIVER  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO  
*State Treasurer*

1<sup>st</sup> YEAR PROVISIONAL CERTIFICATION

### APPROVED

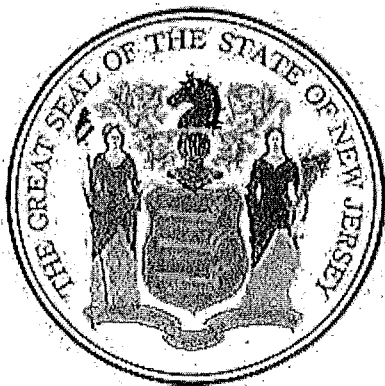
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges H&S CONSTRUCTION & MECHANICAL, INC. as a Provisionally Certified Minority Business Enterprise (MBE) that has met the criteria established by N.J.A.C. 17:46.

This registration will remain in effect for one year. The business must submit, not more than 60 days prior to the anniversary of the certification approval, a recertification application.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply. In this case, a new application must be submitted prior to the expiration date of this certification.



Peter Lowicki  
Deputy Director

Issued: 7/19/2022

Certification Number: A0243-06

Expiration: 7/19/2023

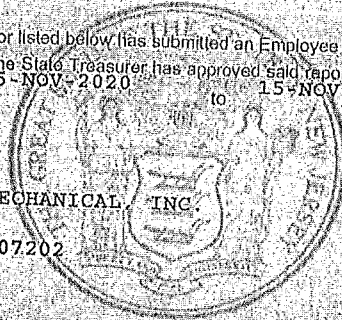
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

Certification 38847

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2020 to 15-NOV-2027

**H&S CONSTRUCTION AND MECHANICAL, INC.**  
721 BAYWAY AVENUE  
ELIZABETH NJ 07202



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

H&S CONSTRUCTION & MECHANICAL, INC.

TRADE NAME:

ADDRESS:

721 BAYWAY AVENUE  
ELIZABETH NJ 07202

SEQUENCE NUMBER:

0077502

EFFECTIVE DATE:

06/02/89

ISSUANCE DATE:

01/31/05

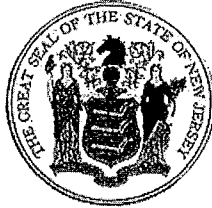
FORM-BRC(08-01)

Director

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

Certificate Number  
614443

Registration Date: 05/04/2021  
Expiration Date: 05/03/2023



## 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:

H&S Construction & Mechanical, Inc.

**2021**

Responsible Representative(s):  
Daniel Hernandez, President

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

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

NON TRANSFERABLE

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GARY KUBIAK AND SON ELECTRIC, INC.

**Trade Name:**

**Address:** 12 SHARON ROAD  
ROBBINSVILLE, NJ 08691

**Certificate Number:** 0108835

**Effective Date:** December 07, 1989

**Date of Issuance:** January 19, 2022

**For Office Use Only:**

20220119162615854

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**

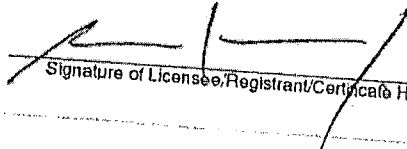
THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors

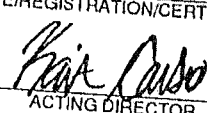
HAS LICENSED

GARY KUBIAK & SON ELECTRIC INC  
GARY F KUBIAK JR  
12 Sharon Road  
Robbinsville NJ 08691

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

02/17/2021 TO 03/31/2024  
VALID

  
Signature of Licensee/Registrant/Certificate Holder

**34EB01163300**  
LICENSE/REGISTRATION/CERTIFICATION #  
  
ACTING DIRECTOR

Certificate Number  
51999

Registration Date: 05/03/2022  
Expiration Date: 05/02/2024



## 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:

Gary Kubiak and Son Electric Inc  
**2022**

Responsible Representative(s):  
Luke Mckinnon, President

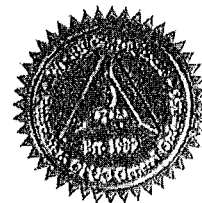
A handwritten signature in cursive script, reading "RA Angelo".

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

NON TRANSFERABLE

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

**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**



CERTIFICATION EXPIRATION DATE: February 25, 2025

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Alloy Welding Co., Inc.***  
***Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 9JS00060

DETERMINATION DATE: February 25, 2022



## State of New Jersey

PHIL MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

SHEILA OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

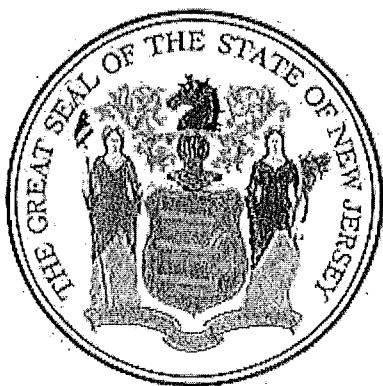
### APPROVED

*under the*  
Small Business Set-Aside Act

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

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

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



Peter Lowicki  
Deputy Director

Issued: 5/5/2021  
Certification Number: A0152-36

Expiration: 5/5/2024

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ALLOY WELDING CO.

TAXPAYER IDENTIFICATION#:

221-963-186/000

ADDRESS:

6-A CULNEN DRIVE  
SOMERVILLE NJ 08876

EFFECTIVE DATE:

07/01/66

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0417609

ISSUANCE DATE:

10/02/04

*J. P. Tully*  
Acting Director

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

STATE OF NEW JERSEY  
**SALES TAX CERTIFICATE OF AUTHORITY**

THE NEW JERSEY SALES AND USE TAX ACT (C 30:1-1956)  
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.

*John R. Bald*  
Director, Division of Taxation

ALLOY WELDING CO. INC.  
6-A CULNEN DRIVE  
BRANCHBURG

N J

08876

Certificate No. 221-963-1867000  
Date Issued 07-01-66  
A-058708

This Certificate is NOT assignable or transferable.  
It must be completed and returned at above address.

ST-2 (4-63) (R.5)

(See reverse side)