

PROPOSAL FORM

RE-BID DATE: AUGUST 7, 2020

CONTRACT NO. 1

CONTRACT TITLE: Additions to East Windsor Senior Center;
East Windsor Township

PROJECT TITLE: Additions to East Windsor Senior Center
East Windsor Township
40 Lanning Boulevard
East Windsor, NJ 08500

CONTRACT DOCUMENTS PREPARED BY:

Settembrino Architects
25 Bridge Ave, Suite 201
Red Bank, NJ 07701

Each Contractor submitting a bid must use the following Form of Proposal, completed in its entirety using appropriate information from Section 01010. Proposal Forms shall be presented in opaque envelopes appropriately endorsed. All bid documents shall be submitted as **ONE ORIGINAL AND TWO COPIES.**

RE: Additions to East Windsor Senior Center

TO: Mayor Janice Mironov
East Windsor Township
16 Lanning Boulevard
East Windsor, NJ 08520

From: TRI-FORM CONSTRUCTION INC.
(Name)
119 LIBERTY ST.
METUCHEN NJ 08840
(Address)

The undersigned, having visited the site of the proposed work and having familiarized himself with the existing conditions and with other local conditions affecting the cost of the work and with the Contract Documents, prepared by Settembrino Architects and all addenda to said Documents, hereby proposes to furnish all labor, materials, tools, equipment, insurance and all else required by the Contract Documents, to do the work and to pay all applicable taxes and to furnish all things as provided by the aforesaid Contract Documents, and all addenda thereto, and to undertake all the obligations contained therein for furnishing and installing the work described under heading of the contract bid for the following sums:

CLARIFICATION #2 – JULY 31, 2020

BASE BID (Including all Allowances as listed under Section 01020)

NOTE: If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

CONTRACT NO. 1: ADDITIONS TO EAST WINDSOR SENIOR CENTER

For the performance Additions to East Windsor Senior Center, East Windsor Township, as described in the Contract Documents for this project. ***This base bid shall include all allowances as indicated in Section 01020 of this Project Manual:***

TWO MILLION SEVEN HUNDRED EIGHTEEN THOUSAND DOLLARS -
_____ DOLLARS \$ 2,718,000 -

DEDUCT ALTERNATE NO. 1.0:

State the amount to be deducted from the base bid to re-use the existing operable wall (included track and all necessary hangers) in lieu of one of the new "Hufcor" operable walls. The existing wall closes an opening measuring approximately 42' 4" & will require additional matching panels to close the new opening width of approximately 49' 5"

DEDUCT ELEVEN THOUSAND FIVE HUNDRED DOLLARS -
_____ DOLLARS \$ 11,500 -

MAJOR SUBCONTRACTORS:

Identify each major subcontractor for each of the major trades indicated below (as applicable to this Project). By indicating the subcontractor below, the Bidder certifies that if awarded the bid, the Subcontractor listed below will be awarded a subcontract provided they are approved by the Architect. All prequalification documentation required for the Prime Contractor shall also be submitted for each Subcontractor for each of the following trades:

All Subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

Plumbing Contractor: MAZZA MECHANICAL LLC Date: 8/7/20

Signature: SEE ATTACHED Date: _____

Electrical Contractor: _____ Date: 8/7/20

Signature: SEE ATTACHED Date: 8/7/20

HVACR Contractor: J.W. POOLE INC Date: 8/7/20

Signature: SEE ATTACHED Date: _____

Steel Contractor: IZ S PHILLIPS STEEL LLC Date: 8/7/20

CLARIFICATION #2 – JULY 31, 2020

Signature: SEE ATTACHED Date: _____

TIME

The undersigned agrees to complete the project within the time as stated in the Summary of the Work, Section 01010. In the event the project is not completed and the work is not ready for occupancy as indicated under Section 01010- Summary of Work, Contractor shall pay the Owner the sum of Five Hundred (\$500) Dollars as liquidated damages for each calendar day the project is delayed.

ADDENDUM RECEIPT:

Receipt of the following Addenda and Clarifications to the Specifications and Drawings is acknowledged.

Addendum No. <u>1</u>	Dated <u>6-30-2020</u>
Addendum No. <u>2</u>	Dated <u>7-22-2020</u>
Addendum No. <u>3</u>	Dated <u>7-29-2020</u>
Clarification No. <u>1</u>	Dated <u>7-7-2020</u>
Clarification No. <u>2</u>	Dated <u>7-31-2020</u>

BID ACCEPTANCE:

The Owner shall award the contract or reject all bids no later than sixty (60) days from bid opening; however, the bids of any bidders who consent may, at the request of the Owner, be held for consideration for such longer period as may be agreed. The undersigned will within ten (10) days after the date of mailing, telegraphing or delivering of Notice of Award or public award, execute and deliver to the Owner a contract and provide the required performance and payment bonds in accordance with the Specifications and bid as accepted. No bid shall be deemed accepted until the adoption of a formal resolution by the East Windsor Township Mayor & Council (Owner).

All bid security, except the security of the three apparent lowest responsible bidders shall, if requested, be returned after (10) days from the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days after the awarding of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be timely returned to them, Sundays and holidays excepted."

Submitted By:

Name of Contractor: TRI-FORM CONSTRUCTION INC.

Address: 119 LIBERTY ST.
METUCHEN NJ 08840

CLARIFICATION #2 – JULY 31, 2020

Telephone Number: 732 548 8161

Facsimile Number: 732 548 8164

I certify that I, ROBERT KARABINCHAK am the PRESIDENT of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents is true and accurate. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

The undersigned does further declare that no one other than those herein named have any interest in this Proposal.

The Undersigned is: An Individual ()

A Partnership ()

A Corporation under the laws of the State of NJ
having Principal Office in the Township of METUCHEN County of MIDDLESEX
and the State of NJ

The undersigned affirms that the bid includes all charges and expenses for the furnishing of all labor, work, materials and equipment necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the contract documents. If awarded the contract, I will comply with all stipulations contained in the specifications.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the East Windsor Township, within ten (10) days after receipt of the contract, together with the performance bond as required in the Specifications, insurance certificate and Contractor Certification upon Award of Contract.

The undersigned further agrees that, if awarded a contract, he/she will commence work within ten (10) days of receipt of a written Notice to Proceed, or Contract, as applicable.

Signature: [Signature]
PRESIDENT (Title) 8-7-2020 (Date)

WITNESS: [Signature]
(Title) 8-7-2020 (Date)

(AFFIX CORPORATE SEAL)

AFFIDAVIT

I/We hereby certify that I/We have read the foregoing conditions and specifications and have become familiar with the contents thereof, and that the bid of TRI-FORM CONSTRUCTION INC submitted to the City of Bridgeton, attached hereto, is submitted in strict accordance with said conditions, instructions, and specifications. Any matter submitted with the bid document attempting to alter the specifications of the City of Bridgeton may be disregarded, or the bid may be rejected.

TRI-FORM CONSTRUCTION INC

Corporate Name of Bidder

119 LIBERTY ST.

Address

METUCHEN NJ 08840

732-548-8161

Telephone Number



Signature of Authorized Agent

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 crumble 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.

ROBERT KARABINCHAK
Name (printed)


Signature

TRIFORM CONSTRUCTION INC.
Company Name (printed)

8-7-2020
Date

THIS FORM SHALL BE SUBMITTED WITH THE BID.

BIDDER'S PERSONNEL AND EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized. Attach separate letters where requested.

1. Name of Bidder: TRI-FORM CONSTRUCTION INC
2. Business Address: 119 LIBERTY ST
NETUCHEN NJ 08840
3. Phone and Fax Numbers: 732 548 8161 / 8164
4. When Organized or Incorporated: 1985
5. State where Incorporated: NJ
6. How many years have you been engaged in the contracting business under your present firm or trading name? 35
7. General character of work performed by company. GC
8. Have you ever failed to complete any work awarded to your firm? No If so, where and for whom? —
9. Have you ever defaulted on a Contract? NO If so, where and why? —
10. In the past three years, have there been any outstanding debts over 60 days to subcontractors or material/equipment suppliers for work in place of any of your contracts other than a maximum allowance of 10% for retainage? NO If so, how much and why? —
11. In the past three years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any project attributed to your contract? NO If so, explain the circumstances. —
12. Have all payments associated with past labor costs (workers compensation, benefits, etc.) been paid in full to the proper authorities as required by law or agreements? YES If no, explain —
13. Attach schedule of current projects under construction with gross contract amount and uncompleted dollar amount of each project and anticipated completion dates. **

- 14. Attach schedule of major contracts including construction costs completed by your firm within the last three (3) years. **
- 15. Attach background and experience of principals of the firm. **
- 16. List names of projects, architects/clients and phone numbers to contact for references for projects in progress or completed in the last three (3) years. **

17. List Bank Reference: TD BANK

**Attach separate sheets to this Statement of Bidders Personnel and Experience Sheet with Bid Proposal

18. List Trade References:
MASTER CRAFT CONSTRUCTION INC.
GENERAL SUPPLY CO.
KAMCO

Signature of:

(Bidder, if Bidder is an Individual)

(Partner, if Bidder is a Partnership)

[Signature]
(Officer, if Bidder is a Corporation)

Sworn and subscribed before me this

9th day of AUGUST, 2020.

NOTARY PUBLIC [Signature]
(Signature)

(Print Name)

SEAL
Notary Public-State of _____
My Commission Expires _____
**PATRICIA GARLIPP
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 27, 2025**

TRI-FORM CONSTRUCTION, INC.
REFERENCES

CERTAIN COMPLETED PROJECTS

OWNER	CONTACT	Contract Amount	Year Complete
Elizabeth BOE 500 North Broad St. Elizabeth, NJ 07208	Luis Milanes 908-436-5181 Jerome Dunn Academy/School #9 Class Alterations	\$231,700	2019
Westfield BOE 302 Elm St. Westfield, NJ 07090	Dana Sullivan 908-789-4414 Westfield HS - TV Studio Renovations	\$800,200	2019
Middlesex County Votech School 112 Rues Lane East Brunswick, NJ 08816	Frank Cap 732 257 3300 Science Room Alterations PH II - Piscataway	\$537,600	2019
Warren Twp. BOE 213 Mt Horeb Road Warren, NJ 07059	Patricia Leonhardt 908 753 5300 Interior Renovations - Middle School	\$381,770	2019
Red Bank Borough BOE 76 Branch Ave. Red Bank, NJ 07701	Tom Berger 732 758 1500 Renovations @ Multiple Schools	\$681,400	2019
No Hunterdon-Voorhees School District 1445 Route 31 South Annandale, NJ 08801	Susan Press (908) 735-2846 No Hunterdon HS Girls Gym Renovation	\$939,600	2018
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Frank Cap 732 257-3300 Science Room Alterations-Piscataway Campus	\$539,800	2018
New Providence BOE 356 Elkwood Ave. New Providence, NJ 07974	Jim Testa 908-464-9042 Security Vestibules & Renovations - (4) Schools	\$1,426,900	2018
No Hunterdon-Voorhees School District 1445 Route 31 South Annandale, NJ 08801	Susan Press (908) 735-2846 Security Enhancements	\$1,153,600	2018
Hunterdon Cty Vocational School District 8 Bartles Corner Rd #2 Flemington, NJ 08822	Corinne Steinmetz 908-788-1119 New Computer Science Lab - Voorhees HS	\$129,500	2018
Borough of Sayreville 167 Main St. Sayreville, NJ 08872	Leah Kloc 732-727-0212 Sayreville Public Library Meeting Room Reno	\$447,500	2018
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Joe Cabrera 908-421-5479 Science Room Alterations-Woodbridge Campus	\$565,800	2017
Montgomery Twp. Board of Education 1014 Route 601 Skillman, NJ 08858	Annette Wells (609) 466-7600 Home Ec Room Conversion Upper Montgomery MS	\$139,600	2017
School District of the Chathams 58 Meyersville Rd. Chatham, NJ 07928	Peter Daquila 973-457-2526 Office Relocation Southern Blvd. Elementary School	\$128,850	2017
Hunterdon Cty Vocational School District 8 Bartles Corner Rd #2 Flemington, NJ 08822	Corinne Steinmetz 908-788-1119 Biomedical Lab North Hunterdon High School	\$290,240	2017
No Hunterdon-Voorhees School District 1445 Route 31 South Annandale, NJ 08801	Susan Press (908) 735-2846 Reno (2) Science Labs North Hunterdon High School	\$254,700	2017

TRI-FORM CONSTRUCTION, INC.
REFERENCES

CERTAIN COMPLETED PROJECTS

OWNER	CONTACT	Contract Amount	Year Complete
Township of Delran 900 Chester Ave. Delran, NJ 08075	Linda Lewis 856-461-7734 Comfort/Concession Building-Community Park PH III	\$719,324	2017
Princeton Public Library 65 Witherspoon St. Princeton, NJ 08542	Janet Simon 609-924-8822 Second Floor Renovation	\$2,391,183	2016
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Mr. Frank Cap 732 257-3300 Science Alterations Phase III	\$639,800	2016
No Hunterdon-Voorhees School District 1445 State Route 31 Annandale, NJ 08801	Bill Mowery 908-713-4177 Science Lab Upgrades-NHHS	\$604,800	2016
Borough of Eatontown 47 Broad St. Eatontown, NJ 07724	George Jackson 732 389 7644 Wolcott Park-New Comfort Station & DPW Storage Facility	\$399,600	2015
Hunterdon County Votech 8 Bartles Corner Rd. Flemington, NJ 08822	Dan Kerr 908 284 1444 Polytech- Capital Improvements	\$729,800	2015
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Mr. Frank Cap 732 257-3300 Science Alterations Phase II	\$537,600	2015
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Mr. Frank Cap 732 257-3300 Mechatronics Alterations	\$461,960	2015
County of Monmouth 1 East Main St. Freehold, NJ 07728	Dave Medeiros 732 431 7760 Child Advocacy Center - Phase 'B'	\$1,500,000	2015
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Mr. Frank Cap 732 257-3300 Science Alterations	\$748,600	2014
Perth Amboy BOE 178 Barracks St. Perth Amboy, NJ 08861	Mario Cofini 732-376-6200 Elevator Replacement	\$274,600	2014
Township of Manalapan 120 Route 522 & Taylors Mills Rd. Manalapan, NJ 07726	Tara Lovrich 732-446-8308 Recreation Center - Restroom Building	\$481,655	2014
Borough of Bradley Beach 710 Main St. Bradley Beach, NJ 07720	Joyce Wilkins 732 776 2999 Gazebo Foundation	\$70,500	2014
The Ranney School 235 Hope Road Tinton Falls, NJ 07724	Michael Russell 732 542 4777 Renovation/Expansion AT Office	\$90,000	2014
Township of Piscataway 455 Hoes Lane Piscataway, NJ 08854	Joe Criscuolo 732-562-2390 Equip Garage/Truck Wash Renov (CM SERVICES)	\$1,736,000 (Value)	2013
Hunterdon Central Regional HS 84 Route 31 Flemington, NJ 08822	Mr. Dave Klein 908 284 7170 IT Dept Renovations	\$95,800	2013
Middlesex County VoTech School 112 Rues Lane East Brunswick, NJ 08816	Mr. Frank Cap 732 257-3300 New Sustainable Science Lab Alter.	\$364,700	2013

TRI-FORM CONSTRUCTION, INC.
REFERENCES

CERTAIN COMPLETED PROJECTS

OWNER	CONTACT	Contract Amount	Year Complete
The College of NJ 2000 Pennington Rd. Ewing, NJ 08628	Mr. Matt Bonomo 609-771-2886 Centennial Hall - Bathroom Renovations	\$182,900	2013
Freehold Borough BOE 480 Park Ave. Freehold, NJ 07728	Jim Strimple 732 761 2105 Renovations-Park Ave./Intermediate School & FLC	\$383,900	2013
South River High School 11 Montgomery St. South River, NJ 08882	Mr. Ken Kokoszka 732-613-4000 High School Cafeteria Renovations	\$161,900	2013
Township of Piscataway 455 Hoes Lane Piscataway, NJ 08854	Joe Criscuolo 732-529-2528 Senior Center Addition	\$2,805,000	2012
Elizabeth Board of Education 500 No. Broad St. Elizabeth, NJ 07208	Luis Milanes 908-436-5000 Elizabeth HS: Student Center Alterations	\$335,600	2012
South River Board of Education 15 Montgomery St. South River, NJ 08882	Ken Kokoszka 732-613-4000 High School Renovation (CM SERVICES)	\$11,978,000 (Value)	2012
Old Bridge Township One Old Bridge Plaza Old Bridge, NJ 08857	Diane Amobile 732-721-5600 Food Bank & Senior Center Improvements	\$68,200	2011
Academy for Urban Leadership Charter HS 612 Amboy Ave. Perth Amboy, NJ 08861	Paul Velelis (848) 203-3742 Renovations	\$185,800	2011
Manalapan 9 LLC 46 Main St. Millburn, NJ 07041	Bob Engel 973-467-4001 Tenant Fitout	\$327,000	2011
West Long Branch BOE 135 Locust Ave. West Long Branch, NJ 07764	Richard Alderiso, AIA 732-249-6242 Betty McElmon Elementary School	\$225,000	2011
County of Somerset 20 Grove St. Somerville, NJ 08876	Art Gerlich 908-231-7024 T&M Projects		2010-2011
Morris School District 31 Hazel St. Morristown, NJ 07960	Kevin Knowles 973-292-2055 T&M Projects		2010-2011
Township of Bridgewater One Commons Way Bridgewater, NJ 08807	Tom Forsythe 908-725-6300 Animal Shelter Renovations	\$634,872	2009
Borough of Eatontown 47 Broad St. Eatontown, NJ 07724	George Jackson 732-389-7621 Community Center Renovations	\$185,990	2009
West Windsor Township 271 Clarksville Road West Windsor, NJ 08550	Lynn Thornton 609-799-9068 Senior Center Addition	\$1,263,400	2009

Tri-Form Construction Inc. has been in business since 1985. Our list of completed projects and references is extensive. This list represents our projects over the past ten years or so. Please let us know if additional information is desired.

TRI-FORM CONSTRUCTION INC.

UNCOMPLETED CONTRACTS

- 1) Project Name: Board Admin Campus Renovations
Owner: Franklin Twp BOE
Architect: SSP Architects
Gross Contract Amount: \$1,230,200
Percent Complete: 92%
Completion: August 2020
- 2) Project Name: Interior & Exterior Alterations - Conf Center Bldg. 10
Owner: Ocean County College
Architect: JRS Architect P.C.
Gross Contract Amount: \$1,469,000
Percent Complete: 88%
Completion: September 2020
- 3) Project Name: Security Vestibules - Hillcrest & Franklin Park Schools
Owner: Franklin Twp BOE
Architect: DMR Architects
Gross Contract Amount: \$121,900
Percent Complete: 50%
Completion: August 2020
- 4) Project Name: Security Upgrades
Owner: Township of Old Bridge
Architect: EI Associates
Gross Contract Amount: \$403,900
Percent Complete: 3%
Completion: October 2020
- 5) Project Name: Culinary Arts Classroom Renovation – HS
Owner: Scotch Plains-Fanwood BOE
Architect: EI Associates
Gross Contract Amount: \$884,200
Percent Complete: 45%
Completion: September 2020
- 6) Project Name: Ceiling Replacement - Various Schools
Owner: Woodbridge Twp. BOE
Architect: Parette-Somjen Arch.
Gross Contract Amount: \$295,000
Percent Complete: 50%
Completion: August 2020
- 7) Project Name: Security Vestibules
Owner: Lebanon Twp BOE
Architect: Settembrino Architects
Gross Contract Amount: \$276,900
Percent Complete: 3%
Completion: September 2020

TRI-FORM CONSTRUCTION, INC.

COMPANY AND OWNER OVERVIEW

Tri-Form Construction, Inc. was incorporated in the State of New Jersey in 1985 and is privately owned.

Tri-Form Construction's extensive experience includes designing and building commercial, municipal/educational and industrial projects, as well as institutional and specialty work. We can also offer competent Construction Management and Value Engineering services.

Tri-Form's President, Robert Karabinchak, has over 40 years of diverse experience in the construction field. Mr. Karabinchak holds both Civil Engineering and Management degrees.

Tri-Form is a registered business with the State of New Jersey and maintains a current Public Works Contractor's Registration Certificate. Tri-Form is also qualified with the NJ SDA and classified with the DPMC. Tri-Form has a current Certificate of Employee Information Report and is registered with the Division of Consumer Affairs. Tri-Form is fully insured.

Tri-Form Construction, Inc. is a member of the Better Business Bureau (BBB), the New Jersey Business and Industry Association (NJBIA) and the Edison Chamber of Commerce. Our active participation in these and other professional organizations ensures our continued commitment to quality and to customer satisfaction.

TRI-FORM CONSTRUCTION, INC.
REFERENCES - ARCHITECTS

SSP Architectural Group Inc.
1011 Route 22 W Suite 203
Bridgewater, NJ 08807
908-725-7800

Settembrino Architects LLC
25 Bridge Ave. Suite 201
Red Bank, NJ 07701
732-741-4900

USA Architects
20 North Doughty Ave.
Somerville, NJ 08876
908-722-2300

DIGroup Architecture
15 Bethany St.
New Brunswick, NJ 08901
732-249-6242

Parette Somjen Architects
439 Route 46 East
Rockaway, NJ 07866
973-586-2400

CME Associates
1460 Route 9 South
Howell, NJ 07731
732-462-7400

Saizan & Winkler AIA
78 West Main St.
Freehold, NJ 07728
732-431-6666

Sonnenfeld & Trocchia P.A.
53 Main St.
Holmdel, NJ 07733
732-946-7777

Design Resources Group, AIA
200 Franklin Square Dr.
Somerset, NJ 08873
732-560-7900

Netta Architects
1084 Route 22 West
Mountainside, NJ 07092
973-379-0006

DeAndrea Associates
2201 South Clinton Ave.
South Plainfield, NJ 07080
908-769-4066

Steve J. Druga Architect
250 Stelton Road
Piscataway, NJ 08854
732-752-3205

Fraytak Veisz Hopkins Duthie, P.C.
1515 Lower Ferry Road
Trenton, NJ 08628
609-883-7101

T & M Associates
11 Tindall Road
Middletown, NJ 07748
732-671-6400

Spiezle Architectural Group
120 Sanhican Drive
Trenton, NJ 08618
609-695-7400

Cornerstone Architectural Group
202 Hamilton Boulevard
South Plainfield, NJ 07080
908-753-0039

Robert W. Dill AIA
690 U.S. 1 #2
Edison, NJ 08817
732-985-4500

RMF Architect
12 Roszel Road Suite A-204
Princeton, NJ 08540
609-720-1234

JRS Architects P.C.
116 Village Blvd, Suite 304
Princeton, NJ 08540
609-688-9100

DeBiasse & Seminara P.C.
1955 Washington Valley Rd.
Martinsville, NJ 08836
732-748-0600

Forefront Designs
614 Maye St.
Westfield, NJ 07090
908-789-9089

Daniel Falcone Architect
135 New Providence Rd.
Mountainside, NJ 07092
908-789-1010

DMR Architects
777 Terrace Ave.
Hasbrouck Hts, NJ 07604
201-288-2600

EI Associates
8 Ridgedale Avenue
Cedar Knolls, NJ 07927
973-775-7777

Salustro Partnership Arch. LLC
784 Chimney Rock Rd.
Martinsville, NJ 08836
732-764-8666

Yarrington Arch. Group
676 US Hwy. 202-206N
Bridgewater, NJ 08807
908-526-2222

John Standish Perrin Arch. LLC
1164 Foothill Way
Mountainside, NJ 07092
908-232-5144

PREQUALIFICATION AFFIDAVIT

TO THE BIDDER: This AFFIDAVIT must be submitted with your bid for the Additions to East Windsor Senior Center and for each Subcontractor in the following areas:

- (a) Additions to East Windsor Senior Center, East Windsor, NJ

STATE OF _____)

: ss:

COUNTY OF _____)

TO:

_____ being duly sworn, according to law, deposes and says that he is _____ of _____ and that the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A:18A:27 et seq.) as amended, except as set forth herewith:

_____ is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This classification became effective _____, and will expire _____.

Type of Contract/Trade Classified:

Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction is attached.

The total amount of uncompleted work on contracts is \$ _____.

I hereby certify, under penalty as provided by law, that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current levels and that at the time of the bid submission, the value of all outstanding incomplete contracts does not exceed this firm's existing aggregate rating limit.



Signature

Sworn to before me this _____
day of _____, 20____.

Notary Public of _____
My Commission expires ____/____/____.

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

STATE OF NJ)

ss:

COUNTY OF MIDDLESEX)

In accordance with the Instruction to Bidders and the provisions of P.L. 1977, Chapter 33, Section 1 (N.J.S.A. 52:25-24.2), the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership (including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations) who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of the corporation's stock or all individual partners owing 10% or greater interest in that partnership is also listed.

I.

TRIFORM CONSTRUCTION INC.
Name of Corporation/
Partnership

119 LIBERTY ST., METUCHEN NJ 08840
Address

Name of Corporation/
Partnership

Address

ROBERT KARABINCHAK
Name of Stockholder/Partner

84 WEBB ST., EDISON NJ 08820
Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

II.

Name of Corporation
Partnership who holds 10% or
more interest in the bidding
corporation/partnership

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

TRI-FORM CONSTRUCTION INC.
Name of Contractor

By: _____

Name ROBERT KARABINCHAK

PRESIDENT

Official Title

Sworn before me this 7th
day of AUGUST, 20 20

Patricia Garlipp

Notary Public of _____
My Commission expires 1 / _____



AFFIDAVIT OF NONCOLLUSION

STATE OF NJ)

ss:

COUNTY OF MIDDLESEX)

I, ROBERT KARABINCHAK , residing in the CITY of EDISON
in the County of MIDDLESEX and State of NJ , of full age, being duly sworn
according to law on my oath depose and say:

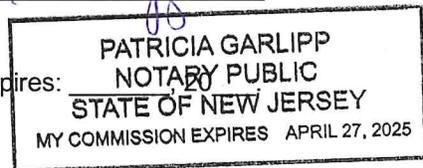
I am PRESIDENT of the firm of TRI-FORM CONSTRUCTION INC. , the
bidder making the proposal for the above-named project. I executed the bid with full authority to do so. The
bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free, competitive bidding in connection with the above-named project. All
statements contained in bid and in this affidavit are true and correct, and made with the full knowledge that
~~the City of Bridgeton~~ TOWNSHIP OF EAST WINDSOR will rely upon the truth of the statements contained in the Bid and in the statements
contained in this affidavit in awarding the contract for the 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.

Sworn and subscribed to before me
this 7th day of AUGUST , 20 20 .

 Patricia Garlipp
Notary Public of:

My commission expires:



By: [Signature]
Signature
 ROBERT KARABINCHAK
(Name)
 PRESIDENT
(Title)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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 list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The Chapter 25 list may be found at the following address: <http://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 will render the Bid non-responsive.** In the event the Board determines that the Bidder has submitted a false certification, it shall report same to the New Jersey Attorney General and retains the right to file an action seeking the greater of One Million Dollars (\$1,000,000) or twice the contract price.

Please check one of the following boxes:

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 New Jersey Department of Treasury's 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.**

OR

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 Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification. Failure to provide same will result in the Bid being deemed non-responsive and appropriate penalties or fines may be assessed.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the Bidder, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE. PLEASE PROVIDE THOROUGH ANSWERS AND USE ADDITIONAL PAGES IF NECESSARY

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Completion Date: _____

Bidder/Vendor Contact Name: _____

Contact Phone Number: _____

CERTIFICATION

I, ROBERT KARABINCHAK, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Borough 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 contracts with the City to notify the City in writing of any changes to the answers or 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 agreements(s) with the City and that the City at its option may declare contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT KARABINCHAK

Signature: 

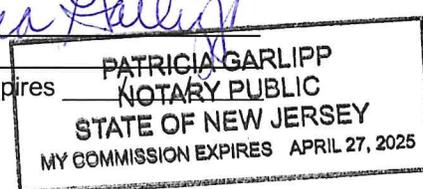
Title: PRESIDENT

Date: 8/7/2020

Bidder/Vendor: TRI-FORM CONSTRUCTION INC.

Sworn to before me this 7th
day of AUGUST, 2020.



Notary Public of _____
My Commission expires _____


STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NJ)

SS:

COUNTY OF MIDDLESEX

I, ROBERT KARABINCHAK, residing in the CITY of EDISON in the County of MIDDLESEX and State of NJ, of full age, being duly sworn according to law on my oath depose and say:

I am PRESIDENT, an officer of the firm of TRI-FORM CONSTRUCTION, INC. the bidder making the Proposal for the above name work, and that I executed the same Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's or any State or Federal Government's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the TOWNSHIP OF EAST WINDSOR, as the Owner 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 work. The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's or any State or Federal Government's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor commits any of the acts warranting debarment, suspension or disqualification as determined according to applicable law and regulation.

Sworn and subscribed to before me
this 7th day of AUGUST, 2020.

By: [Signature]
ROBERT KARABINCHAK
Signature of Principal

[Signature]

Notary Public of:

My commission expires:

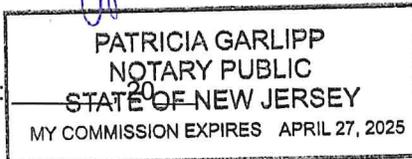


EXHIBIT B

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-

ADDENDUM NO. 2 – JULY 22, 2020

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,

ADDENDUM NO. 2 – JULY 22, 2020

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.

ADDENDUM NO. 2 – JULY 22, 2020

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

All successful construction Contractors must submit the following form of evidence:

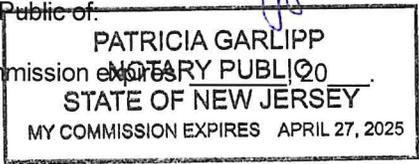
Completed form AA-201 "Initial Project Manning Report - Construction"

The completed form AA-201 should be submitted at the time the signed contract is returned to the Mayor and Council. The Form AA-201 must be submitted by the third (3rd) calendar day after the signing of the construction contract. If the construction Contractor does not submit Form AA-201 within the required time period, the Mayor and Council **may** extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the contractor does not submit the form, the Mayor and Council **must declare the contractor is non-responsive and award the contract to the next lowest responsible bidder.**

Affirmative Action Acknowledgement
For Compliance with Affirmative Action Regulations

Sworn and subscribed to before me

This 7th Day of AUGUST, 20 20


 Notary Public of:
 My commission expires 2025


By: 
 Signature of Principal
ROBERT KARABINCHAK
 (Name)
PRESIDENT
 (Title)

CERTIFICATION AS TO BIDDER OWNERSHIP, LEASING OR CONTROL OF EQUIPMENT

(Reference: Instruction to Bidders, Page 1, Paragraph C)

Certification 1:

I, ROBERT KARABINCHAK, certify that I own, lease, or control all of the necessary equipment required by the plans, specifications and advertisements under which bids are asked for.

Certification 2a:

I, _____, certify that I do not own, lease or control all of the necessary equipment required by the plans, specifications and advertisements under which bids are asked for. The equipment will be obtained from the following source(s):

Attached hereto is a certificate from the person(s) in control of said equipment granting me control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

Certification 2b:

I, _____, certify that I am in control of the equipment to be used by _____, as required by his contract with the ~~City of~~ Bridgeton _____ is granted control of the equipment during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

TRI-FORM CONSTRUCTION INC.

Corporate Name of Bidder

119 LIBERTY ST.

Address

MEYUCHEN NJ 08840

732 548 8161

Telephone Number

[Signature]
Signature of Authorized Agent

BIDDER CERTIFICATION

To be completed by Each Bidder and each Subcontractor in the following areas:

- (1) Additions to East Windsor Senior Center, East Windsor, NJ

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.

I, ROBERT KARABINCHAK, residing in EDISON, in the County of MIDDLESEX and the State of New Jersey of full age, being duly sworn according to law on my oath, depose and say that:

I am PRESIDENT (principal owner or officer) of the firm of TRI-FORM CONSTRUCTION INC., (the "Bidder") making this proposal for the above-referenced facilities project and understand that the Project is being undertaken by the East Windsor Township. Terms not otherwise defined herein shall have their meaning as set forth in such Agreement.

I. The undersigned hereby swears and affirms to the following:

A. No Gratuities

The Bidder has not offered or tendered, directly or indirectly, the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the East Windsor Township, or the State of New Jersey (the "State") having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the East Windsor Township, or State, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the East Windsor Township, or the State. I further understand that it is a violation of law to offer, pay, or give to any employee of the East Windsor Township, or the State any fees, commission compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment.

B. No Collusion

The Bidder has not directly or indirectly entered into any agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the Facilities Project; the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; the prices have not been knowingly disclosed directly or indirectly by the Bidder to any other bidder, unless otherwise required by law; and no attempt has been made by the Bidder to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition.

C. No Discrimination

ADDENDUM NO. 2 – JULY 22, 2020

The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Public Works Contractor Registration Certificate

A current, valid Public Works Contractor Registration Certificate has been issued pursuant to the New Jersey Public Works Contractor Registration Act, Public Laws 1999, Chapter 238. A copy of the Certificate is attached to this Certification.

E. Prevailing Wage

If applicable, the Bidder has complied and will continue to comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, and any contracts entered into on behalf of the East Windsor Township, or the State, except those contracts not within the contemplation of these acts. The Bidder shall not hire any Subcontractors to perform any work on the Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

F. Certificate of Authority to Perform Work in New Jersey

A current, valid Certificate of Authority to Perform Work in New Jersey has been issued by the State Department of the Treasury (N.J.S.A. 18A:7G-37). A copy of the Certificate is attached to this Certification.

G. Business Registration Certificate

A current, valid Business Registration Certificate pursuant to P.L. 2004, C.57, has been issued by the New Jersey Department of Treasury, Division of Revenue. A copy of the Certificate is attached to this Certification.

H. Trade License

A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which this form seeks to perform work is attached to this Certification.

J. Quality Control

During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

K. Debarment

The Bidder certifies that it is not included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Subconsultants a clause stating that the Bidder, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the

ADDENDUM NO. 2 – JULY 22, 2020

Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq. or 6:20-7.1 et seq. or any applicable regulation issued by or affecting the SCC.

The Bidder certifies that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Subconsultant appears on the Treasury's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders.

II. The undersigned hereby consents to the following:

A. Consent to Documents

If awarded the contract, the Bidder agrees and hereby consents to permit the Department of Community Affairs, other State agencies, the Unit of Fiscal Integrity, and their respective agents, representatives, consultants, subconsultants, contractors, subcontractors, and their agents and representatives (the "Project Team") access to ALL DOCUMENTS RELATED TO THE CONTRACT, including, but not limited to, the following:

1. Prequalifying information and work product.
2. All confidential memos and certifications required to be kept by any governmental agency, including, but not limited to, the Department of Community Affairs, the Department of Labor, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, and Licensing Boards.
3. All documents required to be kept by the Contract, including, but not limited to, contracts, specifications, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, close-out documentation.
4. All documents related to the approval process for the Facilities Project, including, but not limited to, project siting, land acquisition, surveys, and real estate documents (deeds, leases, and title report, including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, and property description by metes & bounds).
5. All documents related to the payment, in connection with the Contract, of professionals, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.

B. Right to Inspect and Audit. The Bidder agrees to allow the Project Team upon request, at all reasonable times, to inspect and copy any and all of the above-described documents to the extent such documents are in its possession, custody or subject to its control. The Bidder agrees to make the requested documents available for inspection and copying within the State of New Jersey regardless of the location of the documents. The Bidder hereby waives any objection it might otherwise raise permitting the Project Team, including the Unit of Fiscal Integrity and its authorized representatives to investigate, examine and inspect all activities related to this contract pursuant to Public Law 2000, Chapter 72, '70. The Bidder further releases and holds harmless the Unit of Fiscal Integrity and its authorized representatives and the State of New Jersey.

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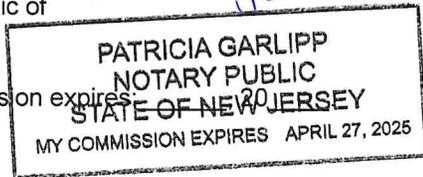
All statements contained in the Bidder's bid/proposal and this Certification are true and correct: and all such statements have been made with full knowledge that the State of New Jersey rely upon the truth of the statements contained in this Certification in providing payments to the East Windsor Township for the Facilities Project pursuant to the Agreement.

Sworn and subscribed to before me

this 7th day of AUGUST 2020

Patricia Garlipp
Notary Public of

My commission expires



By: _____
Signature of Principal

ROBERT KARAGINCHUK
(Name)

PRESIDENT
(Title)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 302
TRENTON, NJ 08646-0202

TAXPAYER NAME:
TRI-FORM CONSTRUCTION INC.

TRADE NAME:
T. K. ASSOCIATES

TAXPAYER IDENTIFICATION#:
222-637-823/000

SEQUENCE NUMBER:
0489474

ADDRESS:
84 WEBB STREET
EDISON NJ 08820
EFFECTIVE DATE:
09/12/88

ISSUANCE DATE:
09/02/04

John S. Tully
Director

FORM-BRC(04-01)

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

Certificate Number
68597

Registration Date: 03/26/2020
Expiration Date: 03/25/2022



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:

TriForm Construction Inc.
2020

Responsible Representative(s):
Robert Karabinchak, President

Handwritten signature of Robert Asaro-Angelo.

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

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

NON TRANSFERABLE

Certification 35503

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-JUN-2018** to **15-JUN-2025**



TRI FORM CONSTRUCTION, INC.
119 LIBERTY STREET
METUCHEN NJ 08840

ELIZABETH MAHER MUJOIO
Acting State Treasurer

BID BOND

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

Tri-Form Construction, Inc. as Principal, and
(name of contractor)

QBE Insurance Corporation as Surety,
(name of surety)

are hereby held and firmly bound unto East Windsor Township as Owner
(name of owner)

in the penal sum of 10% of the amount bid not to exceed \$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 6th day of August, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to East Windsor Township a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Additions to East Windsor Senior Center,
East Windsor Township

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 stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive a 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.

ATTEST:



(SEAL)

Tri-Form Construction, Inc.

Principal

BY:


ROBERT KARABINCHAK, PRESIDENT

ATTEST:

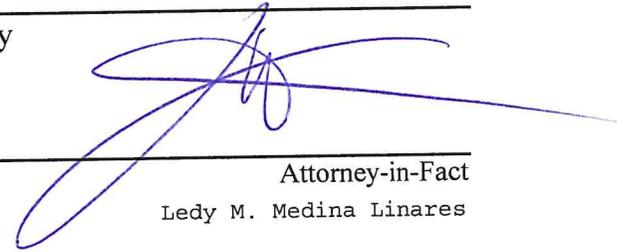

Witness as to Surety

(SEAL)

QBE Insurance Corporation

Surety

BY:


Attorney-in-Fact
Ledy M. Medina Linares

CONSENT OF SURETY

The QBE Insurance Corporation
55 Water Street 20th Floor, New York, NY 10041

(Name and Address of Surety)

a corporation existing under the Laws of the State of Pennsylvania and authorized to do
business under the Laws of the State of New Jersey, hereby certifies that application has been made to us by
Tri-Form Construction, Inc.

119 Liberty Street
Metuchen, NJ 08840

(Name and Address of Contractor)

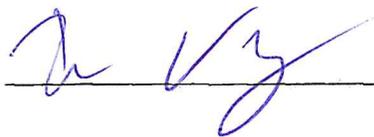
and satisfactory arrangements have been completed by which we have and do now agree to furnish a
Performance Bond equal to 100% of the Contract to ensure the faithful performance on the part of the Bidder
of the terms and conditions of the contract, and a labor and materials bond to ensure the payment of all
persons furnishing labor and materials in accordance with the contract.

Title Work: Additions to East Windsor Senior Center, East Windsor Township

Name and Location of Project: Additions to East Windsor Senior Center, East Windsor Township

This proposition is made with the understanding that any change made in the specifications or agreements
without the consent of the bondsmen shall in no way vitiate the bond.

WITNESS:

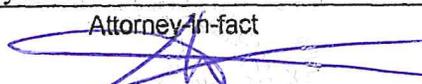


SURETY COMPANY

QBE Insurance Corporation

Title: Ledy M. Medina Linares, Attorney-in-Fact

Attorney-in-fact

By: 

Date: August 6, 2020

(Affix corporate seal)

CONSENT OF SURETY

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2019

(In thousands)

	As of
	Dec 31, 2019
ADMITTED ASSETS	
Cash and invested assets	\$ 1,634,990
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	272,747
Reinsurance recoverable on paid losses and loss adjustment expenses	161,468
Funds held by ceding companies	(1,038)
Net deferred tax asset	66,992
Investment income due and accrued	7,176
Receivables from parent, subsidiaries and affiliates	128,754
Other assets	261,344
TOTAL ADMITTED ASSETS	\$ 2,532,433

LIABILITIES AND CAPITAL AND SURPLUS**Liabilities**

Reserves for losses and loss adjustment expenses	\$ 848,995
Unearned premiums	441,262
Reinsurance payable on paid loss and loss adjustment expenses	168,783
Ceded reinsurance premiums payable, net of commissions	169,271
Other expenses	(946)
Commissions payable	66,104
Funds held under reinsurance	2,036
Taxes, licenses and fees	816
Remittances and items not allocated	41,791
Payable to parent, subsidiaries and affiliates	43,851
Provision for reinsurance	5,482
Retroactive reinsurance	
Amounts withheld or retained for account of others	176
Other liabilities	(5,004)
Total Liabilities	\$ 1,782,618

Capital and Surplus

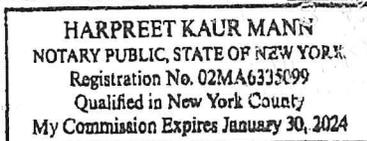
Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	848,175
Special surplus funds	
Unassigned funds (deficit)	(103,247)
Total capital and surplus	\$ 749,816

TOTAL LIABILITIES AND CAPITAL AND SURPLUS**\$ 2,532,433**

I, Charles Cygal, Vice President of QBE Insurance Corporation, hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2019, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

QBE INSURANCE CORPORATION

 By: Charles Cygal, Vice President

 Subscribed and sworn to me this 16th day of April, 2020.

 By: 
 Harpreet Kaur Mann, Notary Public



NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION

QBE INSURANCE CORPORATION, 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, 2019, which amount has been certified as indicated by the certified public accountant, PriceWaterhouseCoopers LLP, New York, NY:

QBE INSURANCE CORPORATION

\$749,815,637

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein on July 1, 2019 is as follows:

QBE INSURANCE CORPORATION

\$74,982,000

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of December 31, 2019 is as follows: **Not applicable.** 10% of the amount bid not to
- (4) The amount of the bond to which this statement and certification is attached is \$exceed \$20,000.00
- (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 items (3)(a) or (3)(b) above, then for each such contract of reinsurance: **Not applicable.**
 - (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, Brett Halsey, as Senior Vice President for **QBE INSURANCE CORPORATION**, a corporation admitted in New Jersey, 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.

Brett Halsey
Senior Vice President



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street, 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Donna J. Bornemann, Paul Matrale, James V. Gardella, Melissa F. Schmidig, Charles J. Cavadini, and Ledy M. Medina Linares of Professional Insurance Associates, Inc. of Carlstadt, NJ, its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this January 21, 2020.

Attest:

QBE INSURANCE CORPORATION

(Seal) By: Brett Halsey
Brett Halsey
Senior Vice President

By: Charles Cygal
Charles Cygal
Vice President

STATE OF NEW YORK)
)SS.:
COUNTY OF NEW YORK)

On this January 21, 2020, before me personally appeared Brett Halsey and Charles Cygal, both to me known to be Senior Vice President and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

SIMA S PATEL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 01PA6159503
COMMISSION EXPIRES JAN 16, 2023

By: Sima S. Patel
Sima S. Patel, Notary Public

CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6th day of August 2020.

(Seal) By: Mark Pasko
Mark Pasko, Corporate Secretary



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **April 29, 2020**

NAIC Company Code: **39217**

THIS IS TO CERTIFY THAT THE **QBE INSURANCE CORPORATION**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2021, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 09 - Automobile Physical Damage**
- 08 - Automobile Liability Property Damage**
- 07 - Automobile Liability Bodily Injury**
- 06 - Workers Compensation and Employers Liability**
- 05 - Inland Marine**
- 04 - Ocean Marine**
- 03 - Growing Crops**
- 26 - Accident and Health**
- 22 - Mechanical Breakdown/Power Failure**
- 21 - Radioactive Contamination**
- 20 - Physical Loss to Buildings**
- 02 - Earthquake**
- 18 - Livestock**
- 17 - Sprinkler Leakage and Water Damage**
- 16 - Glass**
- 15 - Burglary and Theft**
- 14 - Credit**
- 13 - Fidelity and Surety**
- 12 - Boiler and Machinery**
- 11 - Other Liability**
- 10 - Aircraft Physical Damage**
- 01 - Fire and Allied Lines**





MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: QBE INSURANCE CORPORATION NAIC COMPANY CODE: 39217

STATUTORY HOME ADDRESS:

600 N 2ND STREET

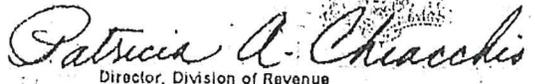
SUITE 401

HARRISBURG, PA 17101

SPECIAL CONDITIONS:

6547 2/13/19

1-800-448-4444

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	R.S. PHILLIPS STEEL, LLC	TRADE NAME:
TAXPAYER IDENTIFICATION#	223-660-595/000	CONTRACTOR CERTIFICATION#
		0087669
ADDRESS	128 LAKE POCHUNG ROAD SUSSEX NJ 07461	ISSUANCE DATE:
		09/13/01
EFFECTIVE DATE:	06/24/99	 Patricia A. Chacchis Director, Division of Revenue
FORM-BRC(08-01)		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

BT/BF/146

Certificate Number
610461

Registration Date: 12/05/2019
Expiration Date: 12/04/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Joseph Thomas, General Manager
Neil Phillips, Managing Member

Responsible Representative(s):
Scott Phillips, Managing Member

RS PHILLIPS STEEL LLC
2019

Handwritten signature of Robert Asaro-Angelo.

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

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

NON TRANSFERABLE

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 pre-scribed 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-

ADDENDUM NO. 2 – JULY 22, 2020

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,

ADDENDUM NO. 2 – JULY 22, 2020

- Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested 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.

All successful construction Contractors must submit the following form of evidence:

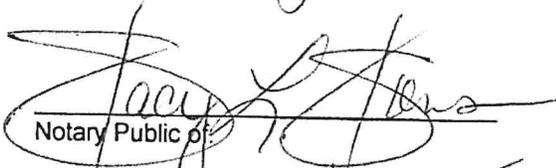
Completed form AA-201 "Initial Project Manning Report - Construction"

The completed form AA-201 should be submitted at the time the signed contract is returned to the Mayor and Council. The Form AA-201 must be submitted by the third (3rd) calendar day after the signing of the construction contract. If the construction Contractor does not submit Form AA-201 within the required time period, the Mayor and Council **may** extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the contractor does not submit the form, the Mayor and Council **must declare the contractor is non-responsive and award the contract to the next lowest responsible bidder.**

Affirmative Action Acknowledgement
For Compliance with Affirmative Action Regulations

Sworn and subscribed to before me

This 5th Day of August, 2020


 Notary Public of:
 My commission expires: 1/28, 2025

STACY L. STORMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 28, 2025

By: 
 Signature of Principal
Neil Phillips
 (Name)
Member
 (Title)

BIDDER CERTIFICATION

To be completed by Each Bidder and each Subcontractor in the following areas:

- (1) Additions to East Windsor Senior Center, East Windsor, NJ

STATE OF NEW JERSEY)
) ss.
COUNTY OF Sussex)

I, Kosmas Themelakis, residing in Sussex, in the County of Sussex and the State of New Jersey of full age, being duly sworn according to law on my oath, depose and say that:

I am APM (principal owner or officer) of the firm of R.S. Phillips Steel LLC, (the "Bidder") making this proposal for the above-referenced facilities project and understand that the Project is being undertaken by the East Windsor Township. Terms not otherwise defined herein shall have their meaning as set forth in such Agreement.

I. The undersigned hereby swears and affirms to the following:

A. No Gratuities

The Bidder has not offered or tendered, directly or indirectly, the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the East Windsor Township, or the State of New Jersey (the "State") having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the East Windsor Township, or State, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the East Windsor Township, or the State. I further understand that it is a violation of law to offer, pay, or give to any employee of the East Windsor Township, or the State any fees, commission compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment.

B. No Collusion

The Bidder has not directly or indirectly entered into any agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the Facilities Project; the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; the prices have not been knowingly disclosed directly or indirectly by the Bidder to any other bidder, unless otherwise required by law; and no attempt has been made by the Bidder to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition.

C. No Discrimination

ADDENDUM NO. 2 – JULY 22, 2020

The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Public Works Contractor Registration Certificate

A current, valid Public Works Contractor Registration Certificate has been issued pursuant to the New Jersey Public Works Contractor Registration Act, Public Laws 1999, Chapter 238. A copy of the Certificate is attached to this Certification.

E. Prevailing Wage

If applicable, the Bidder has complied and will continue to comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, and any contracts entered into on behalf of the East Windsor Township, or the State, except those contracts not within the contemplation of these acts. The Bidder shall not hire any Subcontractors to perform any work on the Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

F. Certificate of Authority to Perform Work in New Jersey

A current, valid Certificate of Authority to Perform Work in New Jersey has been issued by the State Department of the Treasury (N.J.S.A. 18A:7G-37). A copy of the Certificate is attached to this Certification.

G. Business Registration Certificate

A current, valid Business Registration Certificate pursuant to P.L. 2004, C.57, has been issued by the New Jersey Department of Treasury, Division of Revenue. A copy of the Certificate is attached to this Certification.

H. Trade License

A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which this form seeks to perform work is attached to this Certification.

J. Quality Control

During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

K. Debarment

The Bidder certifies that it is not included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Subconsultants a clause stating that the Bidder, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the

ADDENDUM NO. 2 – JULY 22, 2020

Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq. or 6:20-7.1 et seq. or any applicable regulation issued by or affecting the SCC.

The Bidder certifies that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Subconsultant appears on the Treasury's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders.

II. The undersigned hereby consents to the following:

A. Consent to Documents

If awarded the contract, the Bidder agrees and hereby consents to permit the Department of Community Affairs, other State agencies, the Unit of Fiscal Integrity, and their respective agents, representatives, consultants, subconsultants, contractors, subcontractors, and their agents and representatives (the "Project Team") access to ALL DOCUMENTS RELATED TO THE CONTRACT, including, but not limited to, the following:

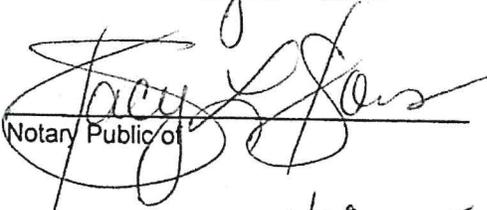
1. Prequalifying information and work product.
 2. All confidential memos and certifications required to be kept by any governmental agency, including, but not limited to, the Department of Community Affairs, the Department of Labor, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, and Licensing Boards.
 3. All documents required to be kept by the Contract, including, but not limited to, contracts, specifications, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, close-out documentation.
 4. All documents related to the approval process for the Facilities Project, including, but not limited to, project siting, land acquisition, surveys, and real estate documents (deeds, leases, and title report, including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, and property description by metes & bounds).
 5. All documents related to the payment, in connection with the Contract, of professionals, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.
- B. Right to Inspect and Audit. The Bidder agrees to allow the Project Team upon request, at all reasonable times, to inspect and copy any and all of the above-described documents to the extent such documents are in its possession, custody or subject to its control. The Bidder agrees to make the requested documents available for inspection and copying within the State of New Jersey regardless of the location of the documents. The Bidder hereby waives any objection it might otherwise raise permitting the Project Team, including the Unit of Fiscal Integrity and its authorized representatives to investigate, examine and inspect all activities related to this contract pursuant to Public Law 2000, Chapter 72, '70. The Bidder further releases and holds harmless the Unit of Fiscal Integrity and its authorized representatives and the State of New Jersey.

ADDENDUM NO. 2 – JULY 22, 2020

All statements contained in the Bidder's bid/proposal and this Certification are true and correct: and all such statements have been made with full knowledge that the State of New Jersey rely upon the truth of the statements contained in this Certification in providing payments to the East Windsor Township for the Facilities Project pursuant to the Agreement.

Sworn and subscribed to before me

this 5th day of Aug 2020


Notary Public of

My commission expires: 1/28, 2025.

By: 
Signature of Principal

Kosmas Themelakis
(Name)

APM
(Title)

STACY L. STORMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 28, 2025



CLARIFICATION #2 – JULY 31, 2020

BASE BID (Including all Allowances as listed under Section 01020)

NOTE: If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

CONTRACT NO. 1: ADDITIONS TO EAST WINDSOR SENIOR CENTER

For the performance Additions to East Windsor Senior Center, East Windsor Township, as described in the Contract Documents for this project. *This base bid shall include all allowances as indicated in Section 01020 of this Project Manual:*

_____ DOLLARS \$ _____

DEDUCT ALTERNATE NO. 1.0:

State the amount to be deducted from the base bid to re-use the existing operable wall (included track and all necessary hangers) in lieu of one of the new "Hufcor" operable walls. The existing wall closes an opening measuring approximately 42' 4" & will require additional matching panels to close the new opening width of approximately 49' 5"

DEDUCT _____
_____ DOLLARS \$ _____

MAJOR SUBCONTRACTORS:

Identify each major subcontractor for each of the major trades indicated below (as applicable to this Project). By indicating the subcontractor below, the Bidder certifies that if awarded the bid, the Subcontractor listed below will be awarded a subcontract provided they are approved by the Architect. All prequalification documentation required for the Prime Contractor shall also be submitted for each Subcontractor for each of the following trades:

All Subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

Plumbing Contractor: _____ Date: _____

Signature: _____ Date: _____

Electrical Contractor: _____

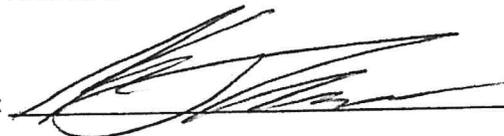
Signature: _____ Date: _____

HVACR Contractor: _____

Signature: _____ Date: _____

Steel Contractor: R.S. Phillips Steel LLC

CLARIFICATION #2 – JULY 31, 2020

Signature:  Date: 8-5-2020

TIME

The undersigned agrees to complete the project within the time as stated in the Summary of the Work, Section 01010. In the event the project is not completed and the work is not ready for occupancy as indicated under Section 01010- Summary of Work, Contractor shall pay the Owner the sum of Five Hundred (\$500) Dollars as liquidated damages for each calendar day the project is delayed.

ADDENDUM RECEIPT:

Receipt of the following Addenda and Clarifications to the Specifications and Drawings is acknowledged.

Addendum No. _____	Dated _____.
Addendum No. _____	Dated _____.
Addendum No. _____	Dated _____.
Clarification No. _____	Dated _____.
Clarification No. _____	Dated _____.

BID ACCEPTANCE:

The Owner shall award the contract or reject all bids no later than sixty (60) days from bid opening; however, the bids of any bidders who consent may, at the request of the Owner, be held for consideration for such longer period as may be agreed. The undersigned will within ten (10) days after the date of mailing, telegraphing or delivering of Notice of Award or public award, execute and deliver to the Owner a contract and provide the required performance and payment bonds in accordance with the Specifications and bid as accepted. No bid shall be deemed accepted until the adoption of a formal resolution by the East Windsor Township Mayor & Council (Owner).

All bid security, except the security of the three apparent lowest responsible bidders shall, if requested, be returned after (10) days from the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days after the awarding of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be timely returned to them, Sundays and holidays excepted."

Submitted By:

Name of Contractor:

Address:

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

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

TAXPAYER NAME:

J.W. POOLE, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION//

222-982-185/000

CONTRACTOR CERTIFICATION//

0097674

ADDRESS

15 BUTCHER RD
HIGHTSTOWN NJ 08520

ISSUANCE DATE:

09/19/01

EFFECTIVE DATE:

06/01/09

Patricia A. Chacchis

Director, Division of Revenue

FORM-BRC(08-01)

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

Certificate Number
48566

Registration Date: 04/26/2019
Expiration Date: 04/25/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Joseph W. Poole III, President

Handwritten signature of Robert Asaro-Angelo.

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

Responsible Representative(s):
Mary Ann Poole, Secretary

J.W. Poole, Inc.
2019

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

NON TRANSFERABLE

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

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



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

HAS LICENSED

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

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

05/11/2020 TO 06/30/2022
VALID

19HC00120000
LICENSE/REGISTRATION/CERTIFICATION #

Paul Rodriguez
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder



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

PLEASE DETACH HERE

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-

ADDENDUM NO. 2 – JULY 22, 2020

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,

ADDENDUM NO. 2 – JULY 22, 2020

Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

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

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested 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.

All successful construction Contractors must submit the following form of evidence:

Completed form AA-201 "Initial Project Manning Report - Construction"

The completed form AA-201 should be submitted at the time the signed contract is returned to the Mayor and Council. The Form AA-201 must be submitted by the third (3rd) calendar day after the signing of the construction contract. If the construction Contractor does not submit Form AA-201 within the required time period, the Mayor and Council may extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the contractor does not submit the form, the Mayor and Council must declare the contractor is non-responsive and award the contract to the next lowest responsible bidder.

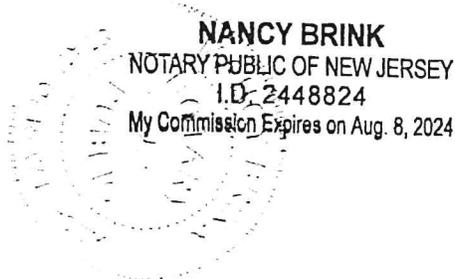
Affirmative Action Acknowledgement
For Compliance with Affirmative Action Regulations

Sworn and subscribed to before me

This th 29 Day of July, 2020.

Nancy Brink
Notary Public of

My commission expires: _____, 20__.



By: [Signature]
Signature of Principal
Josh Poole
(Name)
Estimator
(Title)

BIDDER CERTIFICATION

To be completed by Each Bidder and each Subcontractor in the following areas:

- (1) Additions to East Windsor Senior Center, East Windsor, NJ

STATE OF NEW JERSEY)
COUNTY OF Mercer) ss.

I, Josh Poole, residing in Hightstown, in the County of Mercer and the State of New Jersey of full age, being duly sworn according to law on my oath, depose and say that:

I am Estimator (principal owner or officer) of the firm of J.W. Poole Inc, (the "Bidder") making this proposal for the above-referenced facilities project and understand that the Project is being undertaken by the East Windsor Township. Terms not otherwise defined herein shall have their meaning as set forth in such Agreement.

I. The undersigned hereby swears and affirms to the following:

A. No Gratuities

The Bidder has not offered or tendered, directly or indirectly, the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the East Windsor Township, or the State of New Jersey (the "State") having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the East Windsor Township, or State, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the East Windsor Township, or the State. I further understand that it is a violation of law to offer, pay, or give to any employee of the East Windsor Township, or the State any fees, commission compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment.

B. No Collusion

The Bidder has not directly or indirectly entered into any agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the Facilities Project; the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; the prices have not been knowingly disclosed directly or indirectly by the Bidder to any other bidder, unless otherwise required by law; and no attempt has been made by the Bidder to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition.

C. No Discrimination

ADDENDUM NO. 2 – JULY 22, 2020

The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Public Works Contractor Registration Certificate

A current, valid Public Works Contractor Registration Certificate has been issued pursuant to the New Jersey Public Works Contractor Registration Act, Public Laws 1999, Chapter 238. A copy of the Certificate is attached to this Certification.

E. Prevailing Wage

If applicable, the Bidder has complied and will continue to comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, and any contracts entered into on behalf of the East Windsor Township, or the State, except those contracts not within the contemplation of these acts. The Bidder shall not hire any Subcontractors to perform any work on the Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

F. Certificate of Authority to Perform Work in New Jersey

A current, valid Certificate of Authority to Perform Work in New Jersey has been issued by the State Department of the Treasury (N.J.S.A. 18A:7G-37). A copy of the Certificate is attached to this Certification.

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A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which this form seeks to perform work is attached to this Certification.

J. Quality Control

During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

K. Debarment

The Bidder certifies that it is not included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Subconsultants a clause stating that the Bidder, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the

ADDENDUM NO. 2 – JULY 22, 2020

Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq. or 6:20-7.1 et seq. or any applicable regulation issued by or affecting the SCC.

The Bidder certifies that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Subconsultant appears on the Treasury's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders.

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A. Consent to Documents

If awarded the contract, the Bidder agrees and hereby consents to permit the Department of Community Affairs, other State agencies, the Unit of Fiscal Integrity, and their respective agents, representatives, consultants, subconsultants, contractors, subcontractors, and their agents and representatives (the "Project Team") access to ALL DOCUMENTS RELATED TO THE CONTRACT, including, but not limited to, the following:

1. Prequalifying information and work product.
2. All confidential memos and certifications required to be kept by any governmental agency, including, but not limited to, the Department of Community Affairs, the Department of Labor, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, and Licensing Boards.
3. All documents required to be kept by the Contract, including, but not limited to, contracts, specifications, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, close-out documentation.
4. All documents related to the approval process for the Facilities Project, including, but not limited to, project siting, land acquisition, surveys, and real estate documents (deeds, leases, and title report, including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, and property description by metes & bounds).
5. All documents related to the payment, in connection with the Contract, of professionals, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.

B. Right to Inspect and Audit. The Bidder agrees to allow the Project Team upon request, at all reasonable times, to inspect and copy any and all of the above-described documents to the extent such documents are in its possession, custody or subject to its control. The Bidder agrees to make the requested documents available for inspection and copying within the State of New Jersey regardless of the location of the documents. The Bidder hereby waives any objection it might otherwise raise permitting the Project Team, including the Unit of Fiscal Integrity and its authorized representatives to investigate, examine and inspect all activities related to this contract pursuant to Public Law 2000, Chapter 72, '70. The Bidder further releases and holds harmless the Unit of Fiscal Integrity and its authorized representatives and the State of New Jersey.

ADDITIONS TO EAST WINDSOR SENIOR CENTER
EAST WINDSOR TOWNSHIP

SA PROJECT NO. 18.177
JUNE 2020

ADDENDUM NO. 2 – JULY 22, 2020

All statements contained in the Bidder's bid/proposal and this Certification are true and correct: and all such statements have been made with full knowledge that the State of New Jersey rely upon the truth of the statements contained in this Certification in providing payments to the East Windsor Township for the Facilities Project pursuant to the Agreement.

Sworn and subscribed to before me

this 19th day of July 2020

Nancy Brink
Notary Public of

My commission expires: _____, 20____.

By: [Signature]
Signature of Principal

Josh Paule
(Name)

Estimator
(Title)

NANCY BRINK
NOTARY PUBLIC OF NEW JERSEY
I.D. 2448824
My Commission Expires on Aug. 8, 2024

BASE BID (Including all Allowances as listed under Section 01020)

NOTE: If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

CONTRACT NO. 1: ADDITIONS TO EAST WINDSOR SENIOR CENTER

For the performance Additions to East Windsor Senior Center, East Windsor Township, as described in the Contract Documents for this project. *This base bid shall include all allowances as indicated in Section 01020 of this Project Manual:*

_____ DOLLARS \$ _____

MAJOR SUBCONTRACTORS:

Identify each major subcontractor for each of the major trades indicated below (as applicable to this Project). By indicating the subcontractor below, the Bidder certifies that if awarded the bid, the Subcontractor listed below will be awarded a subcontract provided they are approved by the Architect. All prequalification documentation required for the Prime Contractor shall also be submitted for each Subcontractor for each of the following trades:

All Subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

Plumbing Contractor: _____ Date: _____

Signature: _____ Date: _____

Electrical Contractor: _____

Signature: _____ Date: _____

HVACR Contractor: J.W. Poole Inc

Signature: [Signature] Date: 7/29/20

Steel Contractor: _____

Signature: _____ Date: _____

TIME

The undersigned agrees to complete the project within the time as stated in the Summary of the Work, Section 01010. In the event the project is not completed and the work is not ready for occupancy as indicated under Section 01010- Summary of Work, Contractor shall pay the Owner the sum of Seven Hundred Fifty (\$750) Dollars as liquidated damages for each calendar day the project is delayed.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MAZZA MECHANICAL LLC

Trade Name:

Address: 390 SO. WHITEHORSE PIKE
BERLIN, NJ 08009

Certificate Number: 0936654

Effective Date: September 18, 2002

Date of Issuance: April 26, 2007

For Office Use Only:

20070426195828023

Certificate Number
634136

Registration Date: 11/18/2019
Expiration Date: 11/17/2021



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:

Mazza Mechanical LLC
2019

Responsible Representative(s):

Alexxander V Mazza, Managing Member

A handwritten signature in black ink, appearing to read "R Asaro-Angelo".

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

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

NON TRANSFERABLE

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

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

HAS LICENSED

Alexander V. Mazza
T/A MAZZA MECHANICAL LLC
390 SO WHITE HORSE PIKE
BERLIN NJ 08009-1955

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

05/28/2019 TO 06/30/2021
VALID

36BI01088400
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

ADDENDUM NO. 2 – JULY 22, 2020

The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Public Works Contractor Registration Certificate

A current, valid Public Works Contractor Registration Certificate has been issued pursuant to the New Jersey Public Works Contractor Registration Act, Public Laws 1999, Chapter 238. A copy of the Certificate is attached to this Certification.

E. Prevailing Wage

If applicable, the Bidder has complied and will continue to comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, and any contracts entered into on behalf of the East Windsor Township, or the State, except those contracts not within the contemplation of these acts. The Bidder shall not hire any Subcontractors to perform any work on the Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

F. Certificate of Authority to Perform Work in New Jersey

A current, valid Certificate of Authority to Perform Work in New Jersey has been issued by the State Department of the Treasury (N.J.S.A. 18A:7G-37). A copy of the Certificate is attached to this Certification.

G. Business Registration Certificate

A current, valid Business Registration Certificate pursuant to P.L. 2004, C.57, has been issued by the New Jersey Department of Treasury, Division of Revenue. A copy of the Certificate is attached to this Certification.

H. Trade License

A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which this form seeks to perform work is attached to this Certification.

J. Quality Control

During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

K. Debarment

The Bidder certifies that it is not included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Subconsultants a clause stating that the Bidder, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the

ADDENDUM NO. 2 – JULY 22, 2020

Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq. or 6:20-7.1 et seq. or any applicable regulation issued by or affecting the SCC.

The Bidder certifies that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Subconsultant appears on the Treasury's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders.

II. The undersigned hereby consents to the following:

A. Consent to Documents

If awarded the contract, the Bidder agrees and hereby consents to permit the Department of Community Affairs, other State agencies, the Unit of Fiscal Integrity, and their respective agents, representatives, consultants, subconsultants, contractors, subcontractors, and their agents and representatives (the "Project Team") access to ALL DOCUMENTS RELATED TO THE CONTRACT, including, but not limited to, the following:

1. Prequalifying information and work product.
2. All confidential memos and certifications required to be kept by any governmental agency, including, but not limited to, the Department of Community Affairs, the Department of Labor, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, and Licensing Boards.
3. All documents required to be kept by the Contract, including, but not limited to, contracts, specifications, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, close-out documentation.
4. All documents related to the approval process for the Facilities Project, including, but not limited to, project siting, land acquisition, surveys, and real estate documents (deeds, leases, and title report, including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, and property description by metes & bounds).
5. All documents related to the payment, in connection with the Contract, of professionals, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.

B. Right to Inspect and Audit. The Bidder agrees to allow the Project Team upon request, at all reasonable times, to inspect and copy any and all of the above-described documents to the extent such documents are in its possession, custody or subject to its control. The Bidder agrees to make the requested documents available for inspection and copying within the State of New Jersey regardless of the location of the documents. The Bidder hereby waives any objection it might otherwise raise permitting the Project Team, including the Unit of Fiscal Integrity and its authorized representatives to investigate, examine and inspect all activities related to this contract pursuant to Public Law 2000, Chapter 72, '70. The Bidder further releases and holds harmless the Unit of Fiscal Integrity and its authorized representatives and the State of New Jersey.

ADDITIONS TO EAST WINDSOR SENIOR CENTER
EAST WINDSOR TOWNSHIP

SA PROJECT NO. 18.177
JUNE 2020

ADDENDUM NO. 2 – JULY 22, 2020

All statements contained in the Bidder's bid/proposal and this Certification are true and correct; and all such statements have been made with full knowledge that the State of New Jersey rely upon the truth of the statements contained in this Certification in providing payments to the East Windsor Township for the Facilities Project pursuant to the Agreement.

Sworn and subscribed to before me

this 6th day of August 2020



Notary Public of New Jersey

My commission expires: May 30, 2023.

Janine D. Masciulli
Notary Public of New Jersey
My Commission Expires May 30, 2023

By: 

Signature of Principal

Alexander V. Mazza

(Name)

Managing Member

(Title)

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 pre-scribed 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,

ADDENDUM NO. 2 – JULY 22, 2020

Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (I) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested 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.

All successful construction Contractors must submit the following form of evidence:

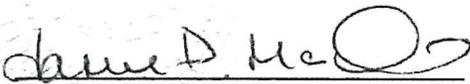
Completed form AA-201 "Initial Project Manning Report - Construction"

The completed form AA-201 should be submitted at the time the signed contract is returned to the Mayor and Council. The Form AA-201 must be submitted by the third (3rd) calendar day after the signing of the construction contract. If the construction Contractor does not submit Form AA-201 within the required time period, the Mayor and Council **may** extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the contractor does not submit the form, the Mayor and Council **must declare the contractor is non-responsive and award the contract to the next lowest responsible bidder.**

Affirmative Action Acknowledgement
For Compliance with Affirmative Action Regulations

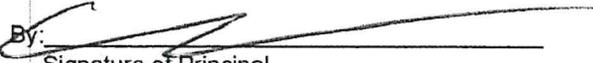
Sworn and subscribed to before me

This 6th Day of August, 20 20



Notary Public of New Jersey

My commission expires: May 30 20 23.

By: 

Signature of Principal

Alexander V. Mazza

(Name)

Managing Member

(Title)

BASE BID (Including all Allowances as listed under Section 01020)

NOTE: If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

CONTRACT NO. 1: ADDITIONS TO EAST WINDSOR SENIOR CENTER

For the performance Additions to East Windsor Senior Center, East Windsor Township, as described in the Contract Documents for this project. ***This base bid shall include all allowances as indicated in Section 01020 of this Project Manual:***

_____ DOLLARS \$ _____

MAJOR SUBCONTRACTORS:

Identify each major subcontractor for each of the major trades indicated below (as applicable to this Project). By indicating the subcontractor below, the Bidder certifies that if awarded the bid, the Subcontractor listed below will be awarded a subcontract provided they are approved by the Architect. All prequalification documentation required for the Prime Contractor shall also be submitted for each Subcontractor for each of the following trades:

All Subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

Plumbing Contractor: Mazza Mechanical LLC Date: 08/06/2020

Signature:  Date: 08/06/2020

Electrical Contractor: _____

Signature: _____ Date: _____

HVACR Contractor: _____

Signature: _____ Date: _____

Steel Contractor: _____

Signature: _____ Date: _____

TIME

The undersigned agrees to complete the project within the time as stated in the Summary of the Work, Section 01010. In the event the project is not completed and the work is not ready for occupancy as indicated under Section 01010- Summary of Work, Contractor shall pay the Owner the sum of Seven Hundred Fifty (\$750) Dollars as liquidated damages for each calendar day the project is delayed.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CHECK ELECTRICAL CORPORATION

Trade Name:

Address: 117 FIRST ST
KEYPORT, NJ 07735

Certificate Number: 0097627

Effective Date: July 12, 1988

Date of Issuance: January 26, 2009

For Office Use Only:

20090126103744644

Certificate Number
611954

Registration Date: 01/15/2020
Expiration Date: 01/14/2021



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:

Check Electrical Corporation
2020

Responsible Representative(s):
John Fahey, President

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

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

NON TRANSFERABLE

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

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

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

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

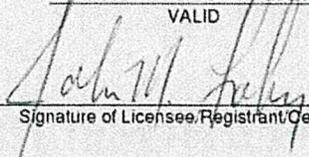
HAS LICENSED

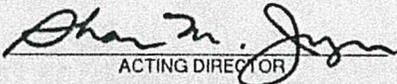
CHECK ELECTRICAL CORP
JOHN M FAHEY
117 1ST STREET
KEYPORT NJ 07735-1738

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

03/05/2018 TO 03/31/2021
VALID

34EB00939200
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

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

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

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

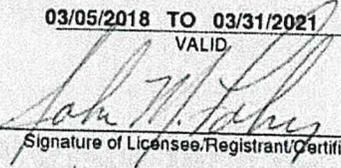
HAS LICENSED

JOHN M. FAHEY
CHECK ELECTRICAL CORP
117 1ST STREET
KEYPORT NJ 07735-1738

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

03/05/2018 TO 03/31/2021
VALID

34EI00939200
LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

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-

ADDENDUM NO. 2 – JULY 22, 2020

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,

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Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested 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.

All successful construction Contractors must submit the following form of evidence:

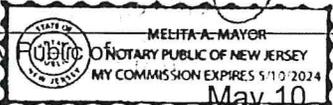
Completed form AA-201 "Initial Project Manning Report - Construction"

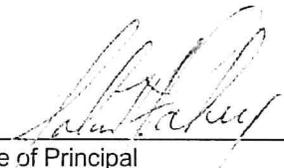
The completed form AA-201 should be submitted at the time the signed contract is returned to the Mayor and Council. The Form AA-201 must be submitted by the third (3rd) calendar day after the signing of the construction contract. If the construction Contractor does not submit Form AA-201 within the required time period, the Mayor and Council **may** extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the contractor does not submit the form, the Mayor and Council **must declare the contractor is non-responsive and award the contract to the next lowest responsible bidder.**

Affirmative Action Acknowledgement
For Compliance with Affirmative Action Regulations

Sworn and subscribed to before me
This 6th Day of August, 2020

Melita A. Mayor

Notary 
My commission expires: May 10, 2024

By: 
Signature of Principal
John Fahey
(Name)
President
(Title)

BIDDER CERTIFICATION

To be completed by Each Bidder and each Subcontractor in the following areas:

- (1) Additions to East Windsor Senior Center, East Windsor, NJ

STATE OF NEW JERSEY)
COUNTY OF Monmouth) ss.

I, John Fahey, residing in Keyport, in the County of Monmouth and the State of New Jersey of full age, being duly sworn according to law on my oath, depose and say that:

I am principal owner (principal owner or officer) of the firm of Check Electrical Corporation, (the "Bidder") making this proposal for the above-referenced facilities project and understand that the Project is being undertaken by the East Windsor Township. Terms not otherwise defined herein shall have their meaning as set forth in such Agreement.

I. The undersigned hereby swears and affirms to the following:

A. No Gratuities

The Bidder has not offered or tendered, directly or indirectly, the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the East Windsor Township, or the State of New Jersey (the "State") having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the East Windsor Township, or State, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the East Windsor Township, or the State. I further understand that it is a violation of law to offer, pay, or give to any employee of the East Windsor Township, or the State any fees, commission compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment.

B. No Collusion

The Bidder has not directly or indirectly entered into any agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the Facilities Project; the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; the prices have not been knowingly disclosed directly or indirectly by the Bidder to any other bidder, unless otherwise required by law; and no attempt has been made by the Bidder to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition.

C. No Discrimination

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The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Public Works Contractor Registration Certificate

A current, valid Public Works Contractor Registration Certificate has been issued pursuant to the New Jersey Public Works Contractor Registration Act, Public Laws 1999, Chapter 238. A copy of the Certificate is attached to this Certification.

E. Prevailing Wage

If applicable, the Bidder has complied and will continue to comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, and any contracts entered into on behalf of the East Windsor Township, or the State, except those contracts not within the contemplation of these acts. The Bidder shall not hire any Subcontractors to perform any work on the Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

F. Certificate of Authority to Perform Work in New Jersey

A current, valid Certificate of Authority to Perform Work in New Jersey has been issued by the State Department of the Treasury (N.J.S.A. 18A:7G-37). A copy of the Certificate is attached to this Certification.

G. Business Registration Certificate

A current, valid Business Registration Certificate pursuant to P.L. 2004, C.57, has been issued by the New Jersey Department of Treasury, Division of Revenue. A copy of the Certificate is attached to this Certification.

H. Trade License

A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which this form seeks to perform work is attached to this Certification.

J. Quality Control

During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

K. Debarment

The Bidder certifies that it is not included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Subconsultants a clause stating that the Bidder, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the

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Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq. or 6:20-7.1 et seq. or any applicable regulation issued by or affecting the SCC.

The Bidder certifies that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Subconsultant appears on the Treasury's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders.

II. The undersigned hereby consents to the following:

A. Consent to Documents

If awarded the contract, the Bidder agrees and hereby consents to permit the Department of Community Affairs, other State agencies, the Unit of Fiscal Integrity, and their respective agents, representatives, consultants, subconsultants, contractors, subcontractors, and their agents and representatives (the "Project Team") access to ALL DOCUMENTS RELATED TO THE CONTRACT, including, but not limited to, the following:

1. Prequalifying information and work product.
2. All confidential memos and certifications required to be kept by any governmental agency, including, but not limited to, the Department of Community Affairs, the Department of Labor, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, and Licensing Boards.
3. All documents required to be kept by the Contract, including, but not limited to, contracts, specifications, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, close-out documentation.
4. All documents related to the approval process for the Facilities Project, including, but not limited to, project siting, land acquisition, surveys, and real estate documents (deeds, leases, and title report, including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, and property description by metes & bounds).
5. All documents related to the payment, in connection with the Contract, of professionals, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.

B. Right to Inspect and Audit. The Bidder agrees to allow the Project Team upon request, at all reasonable times, to inspect and copy any and all of the above-described documents to the extent such documents are in its possession, custody or subject to its control. The Bidder agrees to make the requested documents available for inspection and copying within the State of New Jersey regardless of the location of the documents. The Bidder hereby waives any objection it might otherwise raise permitting the Project Team, including the Unit of Fiscal Integrity and its authorized representatives to investigate, examine and inspect all activities related to this contract pursuant to Public Law 2000, Chapter 72, '70. The Bidder further releases and holds harmless the Unit of Fiscal Integrity and its authorized representatives and the State of New Jersey.

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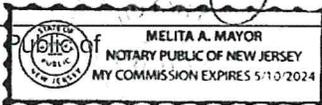
All statements contained in the Bidder's bid/proposal and this Certification are true and correct: and all such statements have been made with full knowledge that the State of New Jersey rely upon the truth of the statements contained in this Certification in providing payments to the East Windsor Township for the Facilities Project pursuant to the Agreement.

Sworn and subscribed to before me

this 6th day of August 2020

Melita A. Mayor

Notary



My commission expires: May 10, 2024.

John Fahey

By: _____
Signature of Principal

John Fahey

(Name)

President

(Title)

CLARIFICATION #2 – JULY 31, 2020

BASE BID (Including all Allowances as listed under Section 01020)

NOTE: If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

CONTRACT NO. 1: ADDITIONS TO EAST WINDSOR SENIOR CENTER

For the performance Additions to East Windsor Senior Center, East Windsor Township, as described in the Contract Documents for this project. ***This base bid shall include all allowances as indicated in Section 01020 of this Project Manual:***

_____ DOLLARS \$ _____

DEDUCT ALTERNATE NO. 1.0:

State the amount to be deducted from the base bid to re-use the existing operable wall (included track and all necessary hangers) in lieu of one of the new "Hufcor" operable walls. The existing wall closes an opening measuring approximately 42' 4" & will require additional matching panels to close the new opening width of approximately 49' 5"

DEDUCT _____
_____ DOLLARS \$ _____

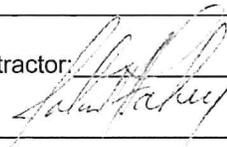
MAJOR SUBCONTRACTORS:

Identify each major subcontractor for each of the major trades indicated below (as applicable to this Project). By indicating the subcontractor below, the Bidder certifies that if awarded the bid, the Subcontractor listed below will be awarded a subcontract provided they are approved by the Architect. All prequalification documentation required for the Prime Contractor shall also be submitted for each Subcontractor for each of the following trades:

All Subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

Plumbing Contractor: _____ Date: _____

Signature: _____ Date: _____

Electrical Contractor:  Check Electrical Corporation

Signature: _____ Date: August 6, 2020

HVACR Contractor: _____

Signature: _____ Date: _____

Steel Contractor: _____