

Metal Roof Installation at Schenck Farmstead
Bid Opening: Thursday, September 28, 2023 at 4:00 PM

OPENED BY: Janis Di Natale

WITNESSED BY: Joei Eden

COMPANY REPRESENTED	INSTALL METAL ROOF LUMP SUM BASE BID
Grayson Contracting Co., Inc.	\$ 60,000.00
Sky General Construction	\$ 65,000.00
Kupex Exteriors, LLC	\$ 119,734.00
MTB, LLC	\$ 70,000.00
Scozzari Builders Inc.	\$ 48,243.00

Metal Roof Installation at Schenck Farmstead

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR

(Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute

Bidder: Initial each item Submitted with Bid

X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	JVK
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	JVK
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	JVK
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	JVK
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	JVK

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid

Bidder: Initial each Item Submitted w/ Bid

X	Bid Document Submission Checklist	JVK
X	Completed and signed Bid Forms and Items	JVK
X	Acknowledgement of receipt of changes to Bid document Form (if required)	JVK
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	JVK
X	Contractors Qualification Questionnaire	JVK
X	Non-Collusion Affidavit (must be notarized)	JVK
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	JVK
X	Hold Harmless Agreement	JVK
X	Prevailing Wage Affidavit	JVK
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
X	Americans with Disabilities Act	JVK

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award

Bidder: Initial each Item Submitted w/ Bid

X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	JVK
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	JVK
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	JVK
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	JVK
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	JVK

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D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: Grayson Contracting Co. Inc.

By Authorized Representative: Frank Knight

Signature: [Handwritten Signature]

Print Name and Title: Frank Knight, President

Date Signed: 9/27/23

Metal Roof Installation at Schenck Farmstead**BID FORM and BID ITEMS**

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP**
Metal Roof Installation at Schenck Farmstead
Located At 50 Southfield Road, Block 28.02, Lot 8.01

This Bid will not be accepted after **4:00 pm** prevailing time on **Thursday, September 28, 2023** at which time all Bids will be publicly opened and read.

Grayson Contracting Co. Inc.

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Facilities Maintenance Manager, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

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The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

INSTALL METAL ROOF
LUMP SUM BASE BID SIXTY THOUSAND Dollar
(To Be Written In Full)

\$(60,000.00)
(Figures)

If a Corporation,

Name of Contractor Grayson Contracting Co. Inc.

Signature of Bidder [Signature] Frank Knight, President
Name Title

Business Address 395A Millstone Rd Millstone NJ 08510

Incorporated under the Laws of the State of New Jersey

President Frank Knight President
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____

West Windsor Township

Bid Specifications

Metal Roof Installation at Schenck Farmstead

(Name) (Title)
FRANK KNIGHT PRESIDENT

Dated: 9/27/23

(Affix Corporation Seal Here)
If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company Grayson Contracting Co. Inc.

Signature of Bidder [Signature] Frank Knight, President
(Name) (Title)

Names and Addresses of Members of Company

FRANK KNIGHT 395 MILLSTONE RD 10090
MILLWATER, N.J. 08510

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**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM**

TOWNSHIP OF WEST WINDSOR

**METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD
LOCATED AT 50 SOUTHFIELD ROAD, BLOCK 28.02, LOT 8.01**

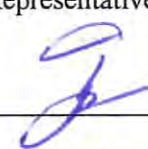
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by Bidder *NOVA RECEIVED*

Name of Bidder: Grayson Contracting Co. Inc.

By Authorized Representative: Frank Knight

Signature: 

Print Name and Title: Frank Knight, President

Date: 9/27/23

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BID BOND

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

_____ as Principal, and _____ as Surety, are

hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of

_____ (\$ _____) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, _____ day of _____, 20__.

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

**METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD
LOCATED AT 50 SOUTHFIELD ROAD, BLOCK 28.02, LOT 8.01**

NOW THEREFORE,

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

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

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

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

BY: _____
Witness

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

Metal Roof Installation at Schenck Farmstead**SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "IN-HOUSE" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "NONE" in the appropriate space provided.

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LIST OF SUBCONTRACTORS

TITLE OF BID: Metal Roof Installation at Schenck Farmstead NAME OF BIDDER: Grayson Contracting Co. Inc.

Table with 5 columns: Name, Address, Telephone, Specialized Sub-Prime Area, Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area. Contains handwritten text 'NO SUBS' and 'NONE'.

Plumbing and Gas Fitting and All Kindred Work:

Name N/A Phone #

Address

License Number

Electrical Work:

Name N/A Phone #

Address

License Number

Structural Steel and Ornamental Iron Work:

Name N/A Phone #

Address

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name N/A Phone #

Address

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BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Frank Knight of the Municipality of Millstone in the County of Monmouth and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said 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, Department of Treasury, Division of Property Management & Construction 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 relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

Grayson Contracting Co. Inc.
Name of Contractor (Type or Print)

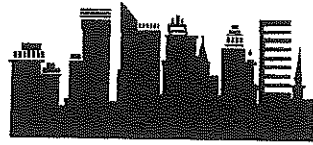
Subscribed and Sworn before me this

27th Day of Sept., 2023

[Signature]
Signature/Title Frank Knight, President

Frank Knight
(Type or Print Name of Affiant)

[Signature]
Notary Public DARLENE KNIGHT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 0190171
My Commission Expires March 28, 2027



Grayson Contracting Co., Inc.

COMPLETED PROJECTS 2022

ATLANTIC COUNTY UTILITIES AUTHORITY
P.O. BOX 996
Pleasantville, N.J. 08232-0996
REPLACEMENT OF SWITCHGEAR BUILDING ROOF
WITH 20NDL EPDM by VERSICO
LOCATED @ 1801 ABSECON BLVD ATLANTIC CITY, N.J. 08401
Engineer in Charge Mr. YAN LIU, PE
Total Contract Value \$25,650.00

AMVETS POST No. 2
1290 TOMS RIVER RD
Jackson, N.J. 08527
SHINGLE ROOF REPLACEMENT
Officer in Charge of Project
COMMANDER RAY MOFFIT
TOTAL CONTRACT VALUE \$70,900.00

TOWNSHIP OF ANDOVER
134 NEWTON SPARTA Rd
NEWTON, N.J. 07860
EPDM ROOF REPLACEMENT AND SHINGLE ROOF REPLACEMENT
ON THE HILLSIDE BARN BUILDING
PROJECT MANAGER MR> ROBERT ROSSMEISSL
TOTAL CONTRACT VALUE \$59,630.00

GAVIN CONTRACTING Co., INC
92 FOREST DR>
LAKEWOOD, N.J. 08701
SBS MODIFIED ROOF SYSTEM
On the SNACK SHACK
LOCATED IN SPRINGLAKE PARK
TOTAL CONTRACT VALUE \$22,900.00

NORTHWEST ESSEX COMMUNITY HEALTHCARE NETWORK
570 BELLEVILLE AVENUE
BELLEVILLE, N.J. 07109
REPAIR BY REPLACEMENT OF EPDM FLASHING
ON PARAPET WALLS AND FIELD
PROJECT MANAGER MR> TONY LUCIBELLO
TOTAL CONTRACT VALUE \$79,630.00

STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS
WHITTLESEY ROAD
P.O. BOX 863
TRENTON, N.J. 08625
COW BARNS ROOF REPLACEMENTS SHINGLE ROOF AND STRUCTURAL
REPAIR
LOCATED AT THE JOANS FARM FASCILITY
MR. DREW PANGALDI CONSTRUCTION MANAGER
TOTAL CONTRACT VALUE \$134,970.00

MONMOUTH COUNTY PARKS
805 NEWMAN SPRINGS ROAD
LINCROFT, N.J. 08838
ROOF REPLACEMENT AND DECK REPLACEMENT ON
7 PRESIDENTS PARK BUILDING
LOCATED @ 221 OCEAN AVENUE
LONG BRANCH , N.J. 07740
PROJECT MANAGER MISS MARYAM TORONCO AIA
TOTAL CONTRACT VALUE \$\$190,630.00

Metal Roof Installation at Schenck Farmstead

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 12/15/20

Name and address of Officers:

President: Frank Knight 395 Millstone Rd Millstone NJ 08510

Vice President:

Secretary:

Treasurer:

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 3 yrs

2. How many years' experience in this type of construction work has your organization had? 50

3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.) SAR ATTACHED

Table with 3 columns: Contract Amount, Date Work Completed, For Whom. Rows A-E.

Names, Addresses and Telephone Numbers of References for the items listed above:

Table with 2 columns: Name and Address, Telephone No. Rows A-E.

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO

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If so, where and why? _____

- 5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? NO

If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? NO

If so, where and why? _____

- 6. Give list of uncompleted contracts presently held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>NOVA ATLAS TIER</u>		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

- 7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

750,000.00

- 8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

SQUARE LADDERS SCAFFOLDING

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

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CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ _____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
Name

Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____

for (Project) _____

is awarded to (Bidder) _____ the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20 _____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

Metal Roof Installation at Schenck Farmstead

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

COUNTY OF Monmouth :

I, Frank Knight of the (City, Town, Township, Borough, etc.)
of Millstone 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 President
of the firm of Grayson Contracting Co. Inc.
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the _____ relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

Grayson Contracting Co. Inc.
(Name of Bidder)

(Also type or print name of affiant under signature)

Frank Knight

Subscribed and sworn to before me this

27th day of Sept., 20 23.

Notary Public of Darlene Knight
DARLENE KNIGHT
NOTARY PUBLIC OF NEW JERSEY
Comm # 50190171

My commission expires 20 2027
My Commission Expires March 29, 2027

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STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Grayson Contracting Co. Inc.

Organization Address: 395A Millstone Rd, Millstone NJ 08510

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

- Boxes for Sole Proprietorship, Non-Profit Corporation, For-Profit Corporation (checked), Limited Liability Company (LLC), Partnership, Limited Partnership, Limited Liability Partnership (LLP), and Other (SUB CHAPTER S CORP).

Part II

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

OR

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

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

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Name of Individual or Business Entity	Address
Frank Knight	395 Millstone Rd. 100% Millstone, NJ 08510

Part III DISCLOSURE OF TEN (10%) PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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


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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Metal Roof Installation at Schenck Farmstead

Part IV Certification

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

Full Name (Print):	Frank Knight	Title:	President
Signature:		Date:	9/27/27

Metal Roof Installation at Schenck Farmstead**(REVISED 4/10)****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 Department of Labor & Workforce Development (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

Metal Roof Installation at Schenck Farmstead

EXHIBIT B (Cont.)

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 subcontractor 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 subcontractor 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;

Metal Roof Installation at Schenck Farmstead**EXHIBIT B** (Cont.)

(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 nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees 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

Metal Roof Installation at Schenck Farmstead

EXHIBIT B (Cont.)

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 website, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

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

Signed by Frank Knight
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of
DARLENE KNIGHT
NOTARY PUBLIC OF NEW JERSEY
Comm # 68190171
My Commission Expires March 28, 2027

Metal Roof Installation at Schenck Farmstead

AGREEMENT

This Contract made the _____ day of _____, 2023 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD Located At 50 Southfield Road, Block 28.02, Lot 8.01**. Performance by the Contractor is to be completed not later than **60** calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any

Metal Roof Installation at Schenck Farmstead

material or services furnished and delivered under this Agreement by the Contractor, or by and on account of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Metal Roof Installation at Schenck Farmstead

Section 4. Final Inspection and Payment.

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975 (N.J.A.C. 17:27)

During the performance of this contract, the successful Bidder/Contractor agrees as follows:

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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

Metal Roof Installation at Schenck Farmstead

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. 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 applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division 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 Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

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 (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor 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 American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

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- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor 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 consistent with the applicable county employment goal:
- (1) To notify the Public Agency Compliance Officer, the Division, 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 the local construction trade union refer minority and women workers to fill job openings, provided that 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 of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) 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 determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 referral agency, provided the referral agency is acceptable to the Division. 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.

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- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) 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, said 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 Division.
- (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 Division and submitted promptly to the Division 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 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division and to the Public Agency Compliance Officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as 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 Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance &

Metal Roof Installation at Schenck Farmstead

EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *Three Hundred Dollars (\$300.00) per day (revise per General Conditions 4.23 based on contract value)* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Metal Roof Installation at Schenck Farmstead

Section 10. General Conditions.

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

Metal Roof Installation at Schenck Farmstead

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 27th day of Sept., 2023

as a binding act in deed of Grayson Contracting Co. Inc.
Name of Organization

[Signature]
Authorized Signature & Title

Frank Knight, President
Print Authorized Signature Name & Title

Metal Roof Installation at Schenck Farmstead**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Metal Roof Installation at Schenck Farmstead

This PREVAILING WAGE AFFIDAVIT is signed this 27th day of

SEPT., 20 23

as a binding act in deed of

Grayson Contracting Co. Inc.
Name of Organization

[Signature]
Authorized Signature & Title

Frank Knight, President
Print Authorized Signature Name & Title

Metal Roof Installation at Schenck Farmstead

**NEW JERSEY STATUTORY
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of _____ (\$ _____)

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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

Metal Roof Installation at Schenck Farmstead

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

Metal Roof Installation at Schenck Farmstead

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of _____ (\$ _____)

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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

Metal Roof Installation at Schenck Farmstead

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

Metal Roof Installation at Schenck Farmstead

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of _____

Dollars (\$ _____) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 20_____, (hereinafter called the CONTRACT) for _____,

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of two (2) years from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the

Metal Roof Installation at Schenck Farmstead

PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____

(Affix Corporate Seal)

Metal Roof Installation at Schenck Farmstead

CONTRACTOR'S AFFIDAVIT

STATE OF: New Jersey

COUNTY OF: Monmouth

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

Frank Knight (Individual, Partner, or duly authorized representative of Corporate Contractor)

Of Grayson Contracting Co. Inc. (Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

Metal Roof Installation at Schenck Farmstead (Project)

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: New Jersey

COUNTY OF: Monmouth SS: P7-3563223

On this 27th day of Sept. 2023, before me personally came

and appeared Frank Knight to me known, who,

being by me duly sworn, did depose and say that he resides at 395 Millstone Rd.

Millstone NJ 08510 and

that he is the President of Grayson Contracting Co., Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

[Signature] (SEAL)

Metal Roof Installation at Schenck Farmstead

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

_____(SEAL)

Metal Roof Installation at Schenck Farmstead

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____

and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

_____ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT, between the said _____ (Contractor)

And Owner, the Township of West Windsor dated _____, 20_____.
(Owner)

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said

CONTRACT dated _____, 20_____, and of and from all, and all

manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

Metal Roof Installation at Schenck Farmstead

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this _____ day of _____, 20_____.

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

BY: _____ (SEAL)
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)

Metal Roof Installation at Schenck Farmstead

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

Name	Not Registered	Registration Number
Bidder <u>Grayson Contracting Co. Inc.</u>	_____	<u>2664390</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 27th day
Of SEPT 2023.

Notary Public of Darlene Knight

[Signature]
Signature
Frank Knight, President
Name and Title
(type or print)

My Commission Expires DARLENE KNIGHT
NOTARY PUBLIC OF NEW JERSEY
Comm # 50190171
My Commission Expires March 28, 2027

**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

Metal Roof Installation at Schenck Farmstead

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	<u>Grawson Contracting Co. Inc.</u>	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this _____ day
of _____ 20 _____.

Notary Public of _____

Signature
Frank Knight, President
Name and Title
(type or print)

My Commission Expires _____, 20 _____

Certificate Number
733266

Registration Date: 12/08/2022
Expiration Date: 12/07/2023



State of New Jersey

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

Public Works Contractor Registration Act

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

Grayson Construction Co., Inc.
2022

Responsible Representative(s):
Frank Knight, President

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

NON TRANSFERABLE

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

Certification 67193


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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 - APR - 2022 to 15 - APR - 2029

GRAYSON CONTRACTING CO LLC
395 MILLSTONE RD
MILLSTONE NJ 08510




ELIZABETH MAHER MUOIO
State Treasurer

(04-08), D205846V

New Jersey Division of Revenue

Director
James B. Lawrence

12/20/21

ISSUANCE DATE:

2664390

SEQUENCE NUMBER:

TRADE NAME:

12/10/21

EFFECTIVE DATE:

395A MISLSTONE RD
MILLSTONE NJ 08510

ADDRESS:

GRAYSON CONTRACTING CO., INC.

TAXPAYER NAME:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 262
TRENTON, N J 08646-0252

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Grayson Contracting Co. Inc.

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Metal Roof Installation at Schenck Farmstead

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


Metal Roof Installation at Schenck Farmstead

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Frank Knight	Title	President
Signature			Date 9/27/23

Metal Roof Installation at Schenck Farmstead

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE


Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by  _____
Successful Bidder / Contractor
Frank Knight, President

Signed, sealed and delivered
in the presence of

DARLENE KNIGHT
NOTARY PUBLIC OF NEW JERSEY
(Notarized) Comm # 50190171
My Commission Expires March 28, 2027

Metal Roof Installation at Schenck Farmstead

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Metal Roof Installation at Schenck Farmstead


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

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	Grayson Contracting Co. Inc.
Physical Address of Individual or Organization	395A Millstone Rd. Millstone NJ 08510
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Frank Knight	Title:	President
Signature:		Date:	9/20/25

Metal Roof Installation at Schenck Farmstead

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	Frank Knight
Physical Address	395 Millstone Rd. Millstone NJ 08510
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	

Metal Roof Installation at Schenck Farmstead

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address
Grayson Contracting Co. Inc	395A Millstone Rd. Millstone NJ 08510

Add additional sheets if necessary

Metal Roof Installation at Schenck Farmstead

OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.


Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frank Knight	Title:	President
Signature:		Date:	9/27/23

Metal Roof Installation at Schenck Farmstead

GENERAL CONDITIONS

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 - 3.1 INTENT
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 - 3.4 DISCREPANCIES, ERRORS AND OMISSIONS
 - 3.5 ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS
 - 3.6 COMPLIANCE WITH LAWS
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4. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR
 - 4.1 GENERAL
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 - 4.4 SUBCONTRACTING
 - 4.5 PROTECTION OF WORK AND PROPERTY
 - 4.6 INDEMNITY
 - 4.7 NON-INTERFERENCE WITH AND PROTECTION OF PUBLIC
 - 4.8 SUPERVISION OF WORK
 - 4.9 ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

Grayson Contracting Co., Inc.
395 B Millstone Road
Millstone, NJ 08510

as Principal,
a corporation of

and First Indemnity of America Insurance Company
the State of New Jersey, as Surety, are held and firmly bound unto

West Windsor Township
271 Clarksville Road
West Windsor, NJ 08540

as Obligee,

in the penal sum of **Ten Percent (10%) Of The Amount Bid Not To Exceed Twenty Thousand 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 20th day of September, 2023 .

The condition of the above obligation is such that whereas the Principal has submitted to the above Obligee, a certain
bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for

Metal Roofing Installation at Schenck Farmstead

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, property completed in accordance with said bid, and shall furnish a bond for the 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 full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Signed, sealed and delivered
in the presence of.

Grayson Contracting Co., Inc. _____ Principal
 By [Signature] _____ Title
PARSONANT

[Signature]

Witness

[Signature]

Zach Rosenthal, Attest

First Indemnity of America Insurance Company
 By [Signature] _____
 William J. Paterno, Attorney-in-Fact

CONSENT OF SURETY

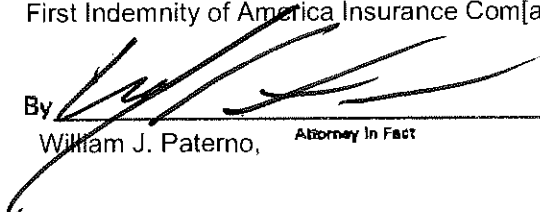
First Indemnity of America Insurance Company **duly qualified to transact business**
in the State of New Jersey hereby agrees that if
(Here insert name of Bidder)
Grayson Contracting Co., Inc.

is the successful Bidder for
(Here describe contract work)
Metal Roofing Installation at Schenck Farmstead

it as surety, will provide the Bidder with bonds in such sum as is required in the advertisement
or in the specifications.

Signed, sealed and dated this 20th day of September, 2023.

First Indemnity of America Insurance Com[any

By 
William J. Paterno, Attorney In Fact

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205
Morris Plains, New Jersey 07950
(973) 402-1200 Fax (973) 402-0770

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

First Indemnity of America Insurance Company ("the Surety"), on the attached bond, hereby certifies the following:

1. The Surety meets the applicable capital and surplus requirements of R.S. 17.17-6 or R.S. 17.17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, is in the amount set forth on the annexed sheet, which said amount has been certified and is on file with the New Jersey Department of Insurance as required by law. Copies of the Annual Statement reflecting such information are on file with the New Jersey Department of Insurance and may be obtained from that agency.
3. The amount of the bond to which this statement and certification is attached is \$ Ten Percent of Amount Bid
4. The bond annexed hereto may be reinsured pursuant to treaties of reinsurance between First Indemnity of America Insurance Company and any of the reinsurers set forth in Schedule F, Parts (1) (2) (3) and (4) of the Annual Statement for First Indemnity of America Insurance Company for the year ended December 31, 2022, as on file with the New Jersey Department of Insurance.
5. The Surety certifies that each reinsurer referred to in Item (4) satisfies the credit for reinsurance requirement established by law as of the date on which the bond to which this statement and certification is attached shall have been issued.

CERTIFICATION

(To be completed by an authorized certifying agent for each surety on the bond.)

I, William J. Paterno as ATTORNEY-IN-FACT for First Indemnity of America Insurance Company, a corporation domiciled 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.


Signature

William J. Paterno
Print Name

ATTORNEY-IN-FACT
Title

Individual
Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____ Notary Public

Firm
Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____ Notary Public

Corporation
Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of _____ the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____ Notary Public

Surety
Acknowledgement

State of New Jersey }
County of Monmouth } ss.

On this 20th day of September, 2023, before me personally came William J. Paterno to me known, who, being by me duly sworn, did depose and say that he is attorney-in-fact of First Indemnity of America Insurance Company the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____
CAROL McTARSNEY
Notary Public, State of New Jersey
Commission # 0050098231
My Commission Expires 2/1/2024

Carol A. McTarsney
Notary Public
Carol A. McTarsney

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: William J. Paterno, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED TWO MILLION DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.



Patrick J. Lynch
Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto
KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 20th day of September, 2023.




Jane E. Lynch
Jane E. Lynch, Secretary

WI100018

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2022

Assets:	
Bonds	\$ 12,198,446
Preferred & Common Stocks	6,489,595
Mortgage Loans	100,146
Real Estate	1,397,778
Cash and Short Term Investments	3,129,169
Investment Income Due and Accrued	149,222
Premiums in the Course of Collection (under 90 days)	789,024
Reinsurance Recoverable on Loss and LAE Payments	47,205
Deferred Tax Asset	883,530
Other Assets	<u>36,524</u>
Total Admitted Assets	\$ 25,220,639
Liabilities and Surplus:	
Reserve for Loss and Loss Adjustment Expenses	6,910,282
Other Expenses	435,513
Taxes Licenses and Fees	43,374
Federal Income Tax Payable	186,964
Unearned Premium	2,396,899
Amounts Withheld or Retained for Others	3,797,782
Ceded Reinsurance Balances Payable	349,296
Security Deposits	<u>12,600</u>
Total Liabilities	14,132,710
Capital & Surplus:	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	<u>7,106,984</u>
Surplus as Regards to Policyholders	<u>11,087,929</u>
Total Liabilities and Surplus	\$ 25,220,639

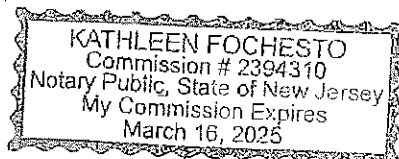
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2022, according to the best information, knowledge, and belief.


Glenn A. Runne
Chief Financial Officer

State of New Jersey)
County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains,
this 13th day of March, 2023.


Kathleen Fochesto
My Commission Expires March 16, 2025



Metal Roof Installation at Schenck Farmstead

BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF WEST WINDSOR
 (Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each item Submitted with Bid
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid		Bidder: Initial each Item Submitted w/ Bid
X	Bid Document Submission Checklist	
X	Completed and signed Bid Forms and Items	
X	Acknowledgement of receipt of changes to Bid document Form (if required)	
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
X	Contractors Qualification Questionnaire	
X	Non-Collusion Affidavit (must be notarized)	
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	
X	Hold Harmless Agreement	
X	Prevailing Wage Affidavit	
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
X	Americans with Disabilities Act	

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	

Metal Roof Installation at Schenck Farmstead

D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: Scozzari Builders, Inc.

By Authorized Representative: Leonard J. Scozzari

Signature: _____

Print Name and Title: Leonard J. Scozzari - President

Date Signed: 09/28/2023

Metal Roof Installation at Schenck Farmstead

BID FORM and BID ITEMS

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP**
Metal Roof Installation at Schenck Farmstead
Located At 50 Southfield Road, Block 28.02, Lot 8.01

This Bid will not be accepted after **4:00 pm** prevailing time on **Thursday, September 28, 2023** at which time all Bids will be publicly opened and read.

Scozzari Builders, Inc.

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Facilities Maintenance Manager, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

Metal Roof Installation at Schenck Farmstead

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

INSTALL METAL ROOF
LUMP SUM BASE BID Forty Eight thousand two hundred forty three Dollar
(To Be Written In Full)

\$ (48,243.⁰⁰)
(Figures)

If a Corporation,

Name of Contractor Scozzari Builders, Inc.

Signature of Bidder [Signature] Leonard J. Scozzari - President
Name Title

Business Address 1891 North Olden Avenue, Trenton, NJ 08638

Incorporated under the Laws of the State of New Jersey

President Leonard J. Scozzari - President
(Name) (Title)

Secretary Nicholas R. Scozzari - Vice President
(Name) (Title)

Treasurer Leonard J. Scozzari - President

Metal Roof Installation at Schenck Farmstead

(Name)

(Title)

Dated: 09/28/2023

(Affix Corporation Seal Here)
If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

Metal Roof Installation at Schenck Farmstead

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

TOWNSHIP OF WEST WINDSOR

**METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD
LOCATED AT 50 SOUTHFIELD ROAD, BLOCK 28.02, LOT 8.01**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description None			

Acknowledged by Bidder

Name of Bidder: Scozzari Builders, Inc.

By Authorized Representative: Leonard J. Scozzari

Signature: 

Print Name and Title: Leonard J. Scozzari - President

Date: 09/28/2023

Metal Roof Installation at Schenck Farmstead

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Scozzari Builders, Inc. Great Midwest Insurance Company
1891 North Olden Avenue, Trenton, NJ 08638 as Principal, and 800 Gessner, Suite 600
Houston, TX 77024 as Surety, are

hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of
Ten Percent of the Total Amount of the
Bid Not to Exceed \$20,000 (\$ 10%NTE\$20,000) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 28th day of September, 2023.

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

**METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD
LOCATED AT 50 SOUTHFIELD ROAD, BLOCK 28.02, LOT 8.01**

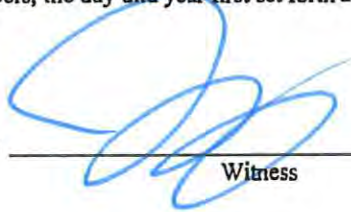
NOW THEREFORE,

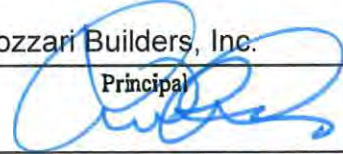
- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract,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

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


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

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

BY: 
Witness

Scozzari Builders, Inc.
Principal

Leonard J. Scozzari, President

BY: 
Witness
Nicole Jacavage

Great Midwest Insurance Company
Surety

Attorney-in-Fact
Richard V. Dobbs

Metal Roof Installation at Schenck Farmstead

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "IN-HOUSE" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "NONE" in the appropriate space provided.

Metal Roof Installation at Schenck Farmstead

LIST OF SUBCONTRACTORS

TITLE OF BID: Metal Roof Installation at Schenck Farmstead

NAME OF BIDDER: Scozzari Builders, Inc.

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
		N/A		

Plumbing and Gas Fitting and All Kindred Work:

Name N/A Phone # _____

Address _____

License Number _____

Electrical Work:

Name N/A Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name N/A Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name N/A Phone # _____

Address _____

Metal Roof Installation at Schenck Farmstead

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT
DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY**

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Leonard J. Scozzari of the Municipality of Lawrence in the County of Mercer and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said 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, Department of Treasury, Division of Property Management & Construction 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 relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

Scozzari Builders, Inc.
Name of Contractor (Type or Print)
[Signature]
Signature/Title
President

Subscribed and Sworn before me this
28th Day of September, 2023

Leonard J. Scozzari - President
(Type or Print Name of Affiant)

[Signature]
Notary Public
My Commission Expires _____

TONI M. WHITE
Commission # 50120829
Notary Public, State of New Jersey
My Commission Expires
January 21, 2025

Metal Roof Installation at Schenck Farmstead

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 04/24/1990

Name and address of Officers: _____

President: Leonard J. Scozzari 2 Owl's Way, Lawrenceville, NJ 08648

Vice President: Nicholas R. Scozzari 11 Sunset Road, Lawrenceville, NJ 08648

Secretary: Nicholas R. Scozzari 11 Sunset Road, Lawrenceville, NJ 08648

Treasurer: Leonard J. Scozzari 2 Owl's Way, Lawrenceville, NJ 08648

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name?
33 years
2. How many years' experience in this type of construction work has your organization had? 33 years
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	<u>\$ 3,676,783.00</u>	<u>08/2020</u>	<u>EDG</u>
B.	<u>\$ 5,598,628.00</u>	<u>12/2022</u>	<u>Princeton Charter School</u>
C.	<u>\$ 2,153,931.00</u>	<u>02/2021</u>	<u>Henry J Austin Health Center</u>
D.	<u>\$ 653,027.00</u>	<u>07/2022</u>	<u>LMT Mercer Group</u>
E.	<u>\$ 1,105,042.00</u>	<u>01/2023</u>	<u>Everside Health</u>

Names, Addresses and Telephone Numbers of References for the items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>Mr. Duke Wiser, 330 Carter Road, Bldg 3, Hopewell, NJ (609)273-6900</u>	
B.	<u>Mr. Stefanos Dermianakis, 100 Bunn Drive, Princeton, NJ (609) 924-0570</u>	
C.	<u>Mr. Merkle Cherry, 321 North Warren Street, Trenton, NJ (609) 462-0140</u>	
D.	<u>Mr. Patrick Long, 600 Puritan Ave, Lawrenceville, NJ (609) 802-0229</u>	
E.	<u>Mr. Robert Pompa, 1400 Wewetta St, Denver, CO (817) 718-4033</u>	

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No

Metal Roof Installation at Schenck Farmstead

If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? No

If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? No

If so, where and why? _____

6. Give list of uncompleted contracts presently held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
City of Bordentown Police Department, City of Bordentown		\$ 1,088,743.00
Veterans Park Restroom, Monroe Township		\$ 950,998.00
South Hunterdon PreK-4, South Hunterdon Regional School District		\$ 8,261,243.00
Switlik New Manufacturing Co, Switlik Parachute Company		\$ 4,638,741.00

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

\$ 15, m, m -

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

See Attached Equipment List

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

<u>Equipment List</u>	
<u>Quantity</u>	<u>Description</u>
25	Various Size Ladders
6	Lasers
4	Auto Laser Levels
6	Transits
15	Rolling Scaffolds
200	Scaffolding Sections
500	Scaffolding Planks
20	Skill Saws
20	Sawzalls
3	Cut off Saws
5	Miter Saws
30	Screw Guns
8	Chop Saws
1	1997 Ford F350 Flat Bed
1	2003 Ford Pickup F-250
1	1987 Dump Truck F-750
1	2003 F350 Ford Utility Pick up
1	2002 Ford Van F150
1	1997 Caravan Trailer
1	2005 Ford F350
1	2003 Ford F450 Dump Truck
3	Cement Mixers
1	1997 John Deer Back Hoe
10	Job Boxes
20	Misc. Drills
2	Air Compressors
2	Jackhammers
10	Various Hilti Guns
1	40' High Reach Lift
10	20 Ton Hydraulic Jacks
10	40 Ton Hydraulic Jacks
	Misc. Hand Tools
1	Shaper
1	Table Planer
1	Welder
10	Pneumatic Nail Guns
4	Pneumatic Trim Guns

General Contractors

Commercial • Industrial • Construction Management • Design Build • Historic Restoration

1891 North Olden Avenue • Trenton, NJ 08638 • 609.989.1221 • Fax 609.989.1262 • www.scozzari.com

Building Tomorrow Today

Metal Roof Installation at Schenck Farmstead

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- 1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ 1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

Great Midwest Insurance Company,
Name
800 Gessner, Suite 600, Houston, TX 77024
Address

Texas
exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey
certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor

for (Project) Metal Roof Installation at Schenck Farmstead located at 50 Southfield Road, Block 28.02, Lot 8.01

is awarded to (Bidder) Scozzari Builders, Inc.

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 28th day of September, 20 23.

Great Midwest INSURANCE COMPANY
(Name)

By [Signature]
(Name) Richard V. Dobbs
Attorney in Fact

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

Great Midwest Insurance Company, 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 Banking and Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified as indicated by certified public accountants, Ham, Langston & Brezina, LLP, 11550 Fuqua St., Suite 475, Houston, Texas 77034 and are included in the Annual Statements on file with the National Association of Insurance Commissioners and the New Jersey Department of Insurance (20 West State Street, CN-325, Trenton, NJ 08625-0325):

Surety Company	Capital	Surplus
Great Midwest Insurance Company	\$4,550,000	\$209,346,846

Great Midwest Insurance Company has a current rating from A.M. Best Company of A- (Excellent); Financial Size Category IX (\$250 Million to \$500 Million).

3. (a) **Great Midwest Insurance Company** has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein on July 1, 2022 is \$20,935,000.


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

4. The amount of the bond to which this statement and certification is attached is \$ 10%NTE\$20,000

Ten Percent of the Total Amount of the Bid Not to Exceed \$20,000

CERTIFICATE

I Richard V. Dobbs, as Attorney-in-Fact for Great Midwest Insurance Company a corporation domiciled in Texas, 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 VOID.



(Signature of certifying agent)
Attorney-in-fact
(Title of certifying agent)

Richard V. Dobbs

(Printed name of certifying agent)



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **18694**

THIS IS TO CERTIFY THAT THE **GREAT MIDWEST INSURANCE COMPANY**, 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, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

COMPANY NAME: GREAT MIDWEST INSURANCE COMPANY NAIC COMPANY CODE: 18694

STATUTORY HOME ADDRESS:
**800 GESNER
SUITE 600
HOUSTON, TX 77024**

SPECIAL CONDITIONS:

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Scott Mahorsky, Christine A. Hartung, Richard V. Dobbs, Kimberly G. Rively, Ian Hayden

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

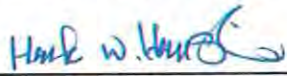
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

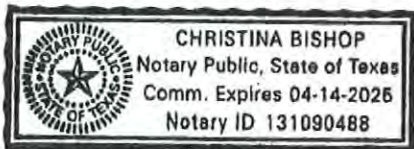


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



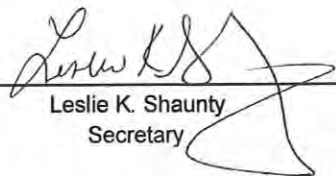
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of September, 2023.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company
 Statutory Balance Sheet
 as of December 31, 2022
 (in thousands)

Assets		Liabilities, Capital and Surplus
Cash & Invested Assets:		
Cash and Short term Investments	\$ 88,538	Liabilities:
Bonds	196,165	Loss and Loss Expense Reserves
Commons Stocks	21,270	\$ 84,237
Mortgage Loans	20,563	Unearned Premium
Other Invested Assets	16,350	40,813
Total Cash & Invested Assets	342,885	Ceded Reinsurance Premium
		2,621
		Other Liabilities
		1,868
		27,970
		Total Liabilities
		157,509
Other Assets:		
Premium Receivables	19,419	Capital and Surplus:
Reinsurance Recoverable	11,724	Common Stock
Tax Assets	7,240	4,550
Other Assets	35,552	Gross Paid In & Contributed Capital
Total Other Assets	73,935	261,893
		Unassigned Funds (Surplus)
		(7,132)
		259,311
		Total Capital and Surplus
		259,311
Total Assets	\$ 416,820	Total Liabilities, Capital & Surplus
		\$ 416,820

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2022.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 25 day of April, 2023.

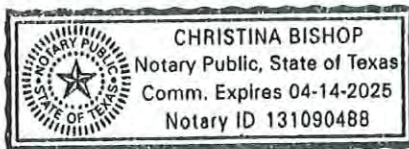
STATE OF TEXAS
 COUNTY OF HARRIS

On this 25 day of April 2023, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
 Signature of Notary Public



Metal Roof Installation at Schenck Farmstead

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

COUNTY OF Mercer :

I, Leonard J. Scozzari of the (City, Town, Township, Borough, etc.)
of Lawrence 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 President

of the firm of Scozzari Builders, Inc.
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the West Windsor Township relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

Scozzari Builders, Inc.

(Name of Bidder)

(Also type or print name of affiant under signature)

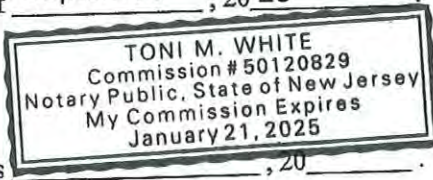
Leonard J. Scozzari - President

Subscribed and sworn to before me this

28th day of September, 2023

Notary Public of

My commission expires



White

Metal Roof Installation at Schenck Farmstead

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Scozzari Builders, Inc.

Organization Address: 1891 North Olden Avenue, Trenton, NJ 08638

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

- Checkboxes for Sole Proprietorship, Non-Profit Corporation, For-Profit Corporation, Limited Liability Company (LLC), Partnership, Limited Partnership, Limited Liability Partnership (LLP), and Other (be specific).

Part II

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

OR

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

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

Metal Roof Installation at Schenck Farmstead

Name of Individual or Business Entity	Address
Leonard J. Scozzari - President	2 Owl's Way, Lawrenceville, NJ 08648
Nicholas R. Scozzari - Vice President	11 Sunset Road, Lawrenceville, NJ 08648

Part III DISCLOSURE OF TEN (10%) PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Metal Roof Installation at Schenck Farmstead

Part IV Certification

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

Full Name (Print):	Leonard J. Scozzari	Title:	President
Signature:		Date:	09/28/2023

Metal Roof Installation at Schenck Farmstead

(REVISED 4/10)

EXHIBIT BMANDATORY 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 Department of Labor & Workforce Development (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

Metal Roof Installation at Schenck FarmsteadEXHIBIT B (Cont.)

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 subcontractor 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 subcontractor 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;

Metal Roof Installation at Schenck FarmsteadEXHIBIT B (Cont.)

(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 nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees 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

Metal Roof Installation at Schenck Farmstead


EXHIBIT B (Cont.)

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.

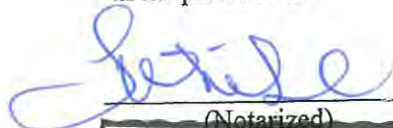
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the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

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

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

Signed by 
Successful Bidder / Contractor
Scozzari Builders, Inc.

Signed, sealed and delivered
in the presence of



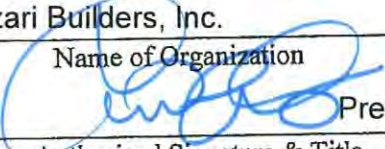
(Notarized)
TONI M. WHITE
Commission # 50120829
Notary Public, State of New Jersey
My Commission Expires
January 21, 2025

Metal Roof Installation at Schenck Farmstead

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 28th day of September, 2023

as a binding act in deed of Scozzari Builders, Inc.
Name of Organization
 President
Authorized Signature & Title
Leonard J. Scozzari - President
Print Authorized Signature Name & Title

Metal Roof Installation at Schenck FarmsteadPREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Metal Roof Installation at Schenck Farmstead

This PREVAILING WAGE AFFIDAVIT is signed this 28th day of
September, 2023

as a binding act in deed of

Scozzari Builders, Inc.

Name of Organization

President

Authorized Signature & Title

Leonard J. Scozzari - President

Print Authorized Signature Name & Title

Metal Roof Installation at Schenck Farmstead

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

Name	Not Registered	Registration Number
Bidder <u>Scozzari Builders, Inc.</u>	<input type="checkbox"/>	<u>0110631</u>
(Subcontractor) _____	<input type="checkbox"/>	_____
(Subcontractor) _____	<input type="checkbox"/>	_____
(Subcontractor) _____	<input type="checkbox"/>	_____
(Subcontractor) _____	<input type="checkbox"/>	_____

Subscribed and sworn

Before me this 28th day

Of September 2023.





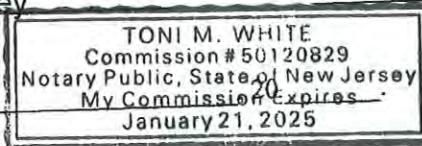
Signature

Notary Public of New Jersey

Leonard J. Scozzari - President

Name and Title
(type or print)

My Commission Expires _____



**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

Metal Roof Installation at Schenck Farmstead

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity | Scozzari Builders, Inc.

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Metal Roof Installation at Schenck Farmstead

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


Metal Roof Installation at Schenck Farmstead

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Leonard J. Scozzari	Title	President	
Signature			Date	09/28/2023

Metal Roof Installation at Schenck Farmstead

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by _____
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

(Notarized)

THOMAS M. WHITE
Commission # 50120829
Notary Public, State of New Jersey
My Commission Expires
January 21, 2025

Metal Roof Installation at Schenck Farmstead

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Metal Roof Installation at Schenck Farmstead

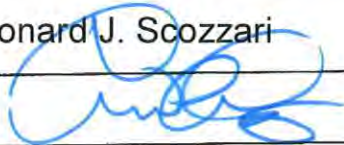
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	Scozzari Builders, Inc.
Physical Address of Individual or Organization	1891 North Olden Avenue, Trenton, NJ 08638
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Leonard J. Scozzari	Title:	President
Signature:		Date:	09/28/2023

Metal Roof Installation at Schenck Farmstead

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
<input checked="" type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	

Metal Roof Installation at Schenck Farmstead

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Leonard J. Scozzari	Title:	President
Signature:		Date:	09/28/2023

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

Add additional sheets if necessary

Metal Roof Installation at Schenck Farmstead

OR	
<input checked="" type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Leonard J. Scozzari	Title:	President
Signature:		Date:	09/28/2023

SCOZZARI BUILDERS INC
JAN 21 2002

01/22/02

Taxpayer Identification# 223-048-798/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PC BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	SCOZZARI BUILDERS, INC.	TRADE NAME:
TAXPAYER IDENTIFICATION#	223-048-798/000	CONTRACTOR CERTIFICATION#
ADDRESS	1891 NORTH OLDEN AVE TRENTON NJ 08630	ISSUANCE DATE:
EFFECTIVE DATE:	04/24/00	01/22/02
FORM-BRC(08-01)	<i>Patricia A. Chiacchio</i> Director, Division of Revenue	

This Certificate is NOT assignable or transferable. It must be presented to the Agency of origin.

Certificate Number
589040

Registration Date: 06/29/2022
Expiration Date: 06/28/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Leonard Scozzari, President

Responsible Representative(s):
Nicholas R. Scozzari, Vice-President

SCOZZARI BUILDERS, INC. 2022

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.

OTAN
LECTRICIAN'S
R PLUMBERS
ICENSE

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

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

SCOZZARI BUILDERS INC
Nick Scozzari
1891 North Olden Ave
Trenton NJ 08638

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
SCOZZARI BUILDERS INC
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
03/13/2023 TO 03/31/2024

VALID SIGNATURE
13VH00096400
License/Registration/Certificate # *Carri Zain*
ACTING DIRECTOR

03/13/2023 TO 03/31/2024
VALID

13VH00096400
LICENSE/REGISTRATION/CERTIFICATION #

Carri Zain
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

SCOZZARI BUILDERS INC

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **13VH 00096400** . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

EXPIRATION DATE **2024**

PLEASE DETACH HERE

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

HOME
BUSINESS

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

HOME
BUSINESS



SCOZBU-001

JKEEGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Borden Perlman 200 Princeton South Corporate Center 200 Charles Ewing Blvd., Suite 330 Ewing, NJ 08628	CONTACT NAME: Justin Keegan PHONE (A/C, No, Ext): (732) 393-7965 E-MAIL ADDRESS: justin.keegan@cbizbp.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Scozzari Builders, Inc. 1891 North Olden Avenue Trenton, NJ 08638	INSURER A: CNA	
	INSURER B: NJ Manufacturers Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 12122

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7039689768	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		C8020711	8/16/2023	8/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7039689740	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W21044322	6/17/2023	6/17/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine (CL)		7039689768	8/16/2023	8/16/2024	Inland Marine 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

SCOZZARI BUILDERS, INC.
 1891 NORTH OLDEN AVENUE
 TRENTON, NJ 08638

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certification **53734**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2022** to **15-Nov-2029**

SCOZZARI BUILDERS INC.

1891 N. OLDEN AVE.

TRENTON

NJ 08638



A handwritten signature in blue ink, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

Metal Roof Installation at Schenck Farmstead

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR

(Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each Item Submitted with Bid
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	<i>[Signature]</i>
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	<i>[Signature]</i>
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	<i>[Signature]</i>
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	<i>[Signature]</i>
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	<i>[Signature]</i>

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid		Bidder: Initial each Item Submitted w/ Bid
X	Bid Document Submission Checklist	<i>[Signature]</i>
X	Completed and signed Bid Forms and Items	<i>[Signature]</i>
X	Acknowledgement of receipt of changes to Bid document Form (if required)	<i>[Signature]</i>
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	<i>[Signature]</i>
X	Contractors Qualification Questionnaire	<i>[Signature]</i>
X	Non-Collusion Affidavit (must be notarized)	<i>[Signature]</i>
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	<i>[Signature]</i>
X	Hold Harmless Agreement	<i>[Signature]</i>
X	Prevailing Wage Affidavit	<i>[Signature]</i>
	Payment Bond	<i>[Signature]</i>
	Performance Bond	<i>[Signature]</i>
	Maintenance Bond	<i>[Signature]</i>
	Contractor's Affidavit	<i>[Signature]</i>
	Contractor's Release	<i>[Signature]</i>
X	Americans with Disabilities Act	<i>[Signature]</i>

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	<i>[Signature]</i>
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	<i>[Signature]</i>
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	<i>[Signature]</i>
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	<i>[Signature]</i>
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	<i>[Signature]</i>

Metal Roof Installation at Schenck Farmstead

D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: _____
By Authorized Representative: Luis Vargas Sky General Construction
Signature: [Signature] 74 1st Ave
Paterson, NJ 07514
Print Name and Title: Luis Vargas / PRESIDENT
Date Signed: 9/25/23

Metal Roof Installation at Schenck Farmstead

BID FORM and BID ITEMS

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP**
Metal Roof Installation at Schenck Farmstead
Located At 50 Southfield Road, Block 28.02, Lot 8.01

This Bid will not be accepted after **4:00 pm** prevailing time on **Thursday, September 28, 2023** at which time all Bids will be publicly opened and read.

Sky General Construction
74 1St Ave

Paterson, NJ 07514
Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Facilities Maintenance Manager, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

Metal Roof Installation at Schenck Farmstead

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

INSTALL METAL ROOF
LUMP SUM BASE BID SIXTY FIVE THOUSAND Dollar
(To Be Written In Full)

\$(65,000)
(Figures)

If a Corporation,

Name of Contractor _____

Signature of Bidder _____
Name Title

Business Address _____

Incorporated under the Laws of the State of _____

President _____
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____

Metal Roof Installation at Schenck Farmstead

Dated: 9/25/23 (Name) Louis (Title) Vancos

(Affix Corporation Seal Here)
If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company Sky General Construction
74 1st Ave
Paterson, NJ 07514
Signature of Bidder [Signature] (Name) Louis Vancos (Title) PRESIDENT

Names and Addresses of Members of Company

Louis Vancos Sky General Construction
74 1st Ave
Paterson, NJ 07514

Metal Roof Installation at Schenck Farmstead

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

TOWNSHIP OF WEST WINDSOR

**METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD
LOCATED AT 50 SOUTHFIELD ROAD, BLOCK 28.02, LOT 8.01**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
	<i>NONE</i>			

Acknowledged by Bidder

Name of Bidder: _____ **Sky General Construction** _____

74 1st Ave
Paterson, NJ 07514

By Authorized Representative: *Luis Vancas* _____

Signature: *[Handwritten Signature]* _____

Print Name and Title: *Luis Vancas / President* _____

Date: *2/25/23* _____

Metal Roof Installation at Schenck Farmstead

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Sky General Contracting, 74 Liberty Road, Paterson, NJ, as Surety, are

Luis Vargas as Principal, and

hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of (\$) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, day of 20

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

METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD LOCATED AT 50 SOUTHFIELD ROAD, BLOCK 28.02, LOT 8.01

NOW THEREFORE,

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

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

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

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

BY: Witness

Principal

Surety

BY: Witness

Attorney-in-Fact

Metal Roof Installation at Schenck Farmstead

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "**NONE**" in the appropriate space provided.

Metal Roof Installation at Schenck Farmstead

Sky General Construction
74 1st Ave
Paterson, NJ 07514

LIST OF SUBCONTRACTORS

TITLE OF BID: METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD NAME OF BIDDER: _____

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area

Plumbing and Gas Fitting and All Kindred Work:

Name NONE Phone # _____

Address _____

License Number _____

Electrical Work:

Name NONE Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name NONE Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name NONE Phone # _____

Address _____

Metal Roof Installation at Schenck Farmstead

BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Luis Vancos of the Municipality of Parsippany in the County of Parsippany and the State of N.J. of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said 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, Department of Treasury, Division of Property Management & Construction 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 relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

Sky General Construction
74 1st Ave

Name of Contractor (Type or Print)

[Signature]
Signature/Title

Luis Vancos
(Type or Print Name of Affiant)

Subscribed and Sworn before me this

25 Day of SEPT, 2023

GREGORY KOCH
NOTARY PUBLIC
STATE OF NEW JERSEY
Notary Public COMMISSION EXPIRES AUG. 10, 2026
My Commission Expires

Metal Roof Installation at Schenck Farmstead

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2019

Name and address of Officers: Sky General Construction
74 1st Ave
Paterson, NJ 07514

President: Luis Voncas

Vice President: _____

Secretary: _____

Treasurer: _____

CONTRACTOR'S EXPERIENCE

- How many years has your organization been in business as a general contractor under your present business name? 4 yrs.
- How many years' experience in this type of construction work has your organization had? 4 yrs
- What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	<u>SEE ATTACHED</u>	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of References for the items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	<u>SEE ATTACHED</u>	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

- Have you ever failed to complete any work awarded to you (within the last ten years)? NO

Metal Roof Installation at Schenck Farmstead

If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? NO

If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? NO

If so, where and why? _____

6. Give list of uncompleted contracts presently held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
<u>SEE ATTACHED</u>	_____	\$ _____
_____	_____	\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

\$ 3.2 MILLION

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

1 RACK BODY 2 UTILITY TRUCKS
2 JACKS
2 COMPRESSORS

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

Metal Roof Installation at Schenck Farmstead

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ _____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
Name

_____ Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____

for (Project) _____

is awarded to (Bidder) _____ the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20 _____.

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

Metal Roof Installation at Schenck Farmstead

NON-COLLUSION AFFIDAVIT

STATE OF N.J. :

COUNTY OF Passaic :

I, Luis Vargas of the (City, Town, Township, Borough, etc.)
of Paterson in the County of Passaic and
the State of N.J. of full age, being duly sworn
according to law on my oath depose and say that:

I am PRESIDENT Sky General Construction
74 1st Ave
of the firm of Paterson, NJ 07514
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the _____ relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

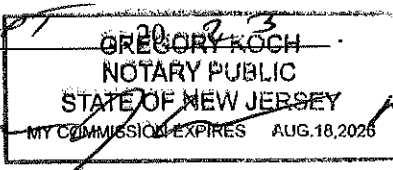
Sky General Construction
74 1st Ave
Paterson, NJ 07514

(Name of Bidder)

Luis Vargas / [Signature]

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

25 day of SEPT 2023
Notary Public of [Signature]


My commission expires _____, 20_____.

Metal Roof Installation at Schenck Farmstead

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Sky General Construction
74 1st Ave
Paterson, NJ 07514

Organization Address:

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

- Checkboxes for Sole Proprietorship, Non-Profit Corporation, For-Profit Corporation, Limited Liability Company (LLC), Partnership, Limited Partnership, Limited Liability Partnership (LLP), and Other (be specific).

Part II

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

OR

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

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

Metal Roof Installation at Schenck Farmstead

Name of Individual or Business Entity	Address
Luis Vargas	162 2 nd Ave HAWTHORNE, N.J.
JUAN J. CASTILLO	Sky General Construction 74 1st Ave Paterson, NJ 07514

Part III DISCLOSURE OF TEN (10%) PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Luis Vargas


Sky General Construction
74 1st Ave
Paterson, NJ 07514
Address

<p>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</p>	
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Metal Roof Installation at Schenck Farmstead

Part IV Certification

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

Full Name (Print):	Luis Vargas	Title:	President
Signature:		Date:	9/25/23

Metal Roof Installation at Schenck Farmstead**(REVISED 4/10)****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 Department of Labor & Workforce Development (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

Metal Roof Installation at Schenck Farmstead

EXHIBIT B (Cont.)

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 subcontractor 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 subcontractor 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;

Metal Roof Installation at Schenck Farmstead**EXHIBIT B** (Cont.)

(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 nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees 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

Metal Roof Installation at Schenck Farmstead

EXHIBIT B (Cont.)

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 website, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

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

Signed by _____
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of
GREGORY KOCH
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 13, 2026
(Notarized)

Metal Roof Installation at Schenck Farmstead

AGREEMENT

This Contract made the _____ day of _____, 2023 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

W I T N E S S E T H:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD Located At 50 Southfield Road, Block 28.02, Lot 8.01**. Performance by the Contractor is to be completed not later than **60** calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any

Metal Roof Installation at Schenck Farmstead

Section 10. General Conditions.

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

Metal Roof Installation at Schenck Farmstead

HOLD HARMLESS AGREEMENT

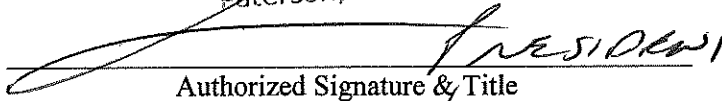
The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 27 day of Sept, 20 23

as a binding act in deed of

Sky General Construction
74 1st Ave

Name of Organization
Paterson NJ 07651


Authorized Signature & Title

Louis Vancas / President
Print Authorized Signature Name & Title

Metal Roof Installation at Schenck Farmstead**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Metal Roof Installation at Schenck Farmstead

This PREVAILING WAGE AFFIDAVIT is signed this 27 day of SEPT., 2023

as a binding act in deed of

Sky General Construction
74 1St Ave

Name of Organization MI 07514

[Handwritten Signature]
Authorized Signature & Title

Louis Vanus / President
Print Authorized Signature Name & Title

Metal Roof Installation at Schenck Farmstead

CONTRACTOR'S AFFIDAVIT

STATE OF: N.J.
COUNTY OF: Passaic

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

Louis Vonarus
(Individual, Partner, or duly authorized representative of Corporate Contractor)
Sky General Construction
74 1st Ave
Paterson NJ 07514 (Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

METAL ROOF INSTALLATION AT SCHENCK FARMSTEAD
(Project)

With the Township of West Windsor for have been paid in full.

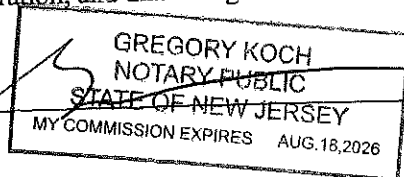
ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: N.J.
COUNTY OF: Passaic SS: 83-319-2221

On this 27 day of Sept 2023, before me personally came and appeared Louis Vonarus to me known, who,

being by me duly sworn, did depose and say that he resides at Sky General Construction
74 1st Ave
Paterson, NJ 07514
that he is the President of Sky General Construction and
74 1st Ave
Paterson, NJ 07514;

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



(SEAL)

Metal Roof Installation at Schenck Farmstead

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came

and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came

and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

(SEAL)

Metal Roof Installation at Schenck Farmstead

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

	Name	Not Registered	Registration Number
Bidder	Sky General Construction 74 1st Ave Paterson, NJ 07514	_____	<u>SEE ATTACHED</u>
(Subcontractor)	<u>NOWR</u>	_____	_____
(Subcontractor)	<u>NOWR</u>	_____	_____
(Subcontractor)	<u>NOWR</u>	_____	_____
(Subcontractor)	<u>NOWR</u>	_____	_____

Subscribed and sworn

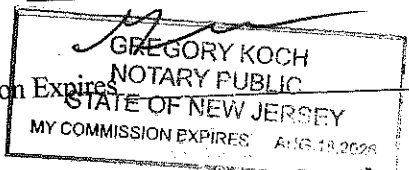
Before me this 27 day
Of SEPT. 20 23.

LOUIS VARGAS

Signature

Notary Public of N.J.

LOUIS VARGAS / Commissioner
Name and Title
(type or print)

My Commission Expires  , 20____.

**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

Metal Roof Installation at Schenck Farmstead

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this _____ day
of _____ 20 _____.

Signature

Notary Public of _____

Name and Title
(type or print)

My Commission Expires _____, 20 _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Metal Roof Installation at Schenck Farmstead

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


Metal Roof Installation at Schenck Farmstead

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	LOUIS VAN CAS	Title	President
Signature			Date 9/21/23

Metal Roof Installation at Schenck Farmstead

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE

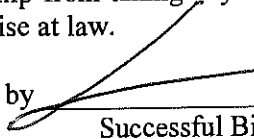
Equal Opportunity for Individuals with Disabilities

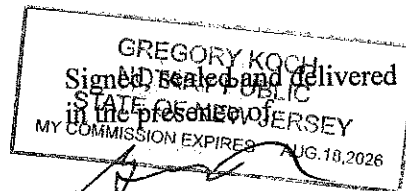
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by  Sky General Construction
74 1st Ave
Paterson, NJ 07514
Successful Bidder / Contractor



(Notarized)

Metal Roof Installation at Schenck Farmstead

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Metal Roof Installation at Schenck Farmstead

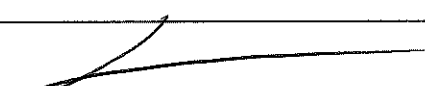
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	Louis Vaccas
Physical Address of Individual or Organization	Sky General Construction 74 1st Ave Paterson, NJ 07514
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Louis Vaccas	Title:	Owner
Signature:		Date:	9/27/23

Metal Roof Installation at Schenck Farmstead


PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	Louis Voulas
Physical Address	Sky General Construction 74 1st Ave Paterson, NJ 07514
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	Louis Voulas Sky General Construction
Physical Address	74 1st Ave Paterson, NJ 07514
OR	

Metal Roof Installation at Schenck Farmstead

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Louis Voucas</i>	Title:	<i>Pres</i>
Signature:		Date:	<i>9/27/23</i>

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

Metal Roof Installation at Schenck Farmstead

OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

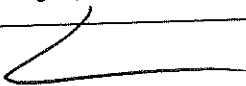
Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Louis Voukas</i>	Title:	<i>President</i>
Signature:		Date:	<i>9/27/20</i>

Metal Roof Installation at Schenck Farmstead

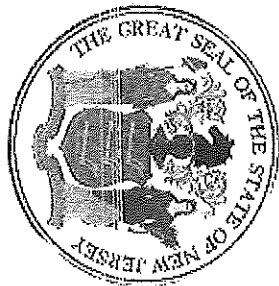
GENERAL CONDITIONS

INDEX

1. GENERAL
2. DEFINITIONS
3. CORRELATION AND INTENT OF CONTRACT DOCUMENTS
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 - 3.2 CORRELATION OF DOCUMENTS
 - 3.3 APPLICATION OF SPECIAL REQUIREMENTS
 - 3.4 DISCREPANCIES, ERRORS AND OMISSIONS
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 - 3.6 COMPLIANCE WITH LAWS
 - 3.7 PROVISIONS REQUIRED BY LAW DEEMED INSERTED
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Certificate Number
731627

Registration Date: 05/20/2023
Expiration Date: 05/19/2025



State of New Jersey

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

Public Works Contractor Registration Act

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

Sky General Construction
2023

Responsible Representative(s):

Juan Catillo, President

Responsible Representative(s):

Luis Vargas, Owner

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

NON TRANSFERABLE

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



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

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

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges SKY GENERAL CONSTRUCTION LLC as a Category 1 & 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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



Peter Lowicki
Deputy Director

Issued: 12/16/2021
Certification Number: A0196-77

Expiration: 12/16/2024
The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MURPHY
State Treasurer

APPROVED

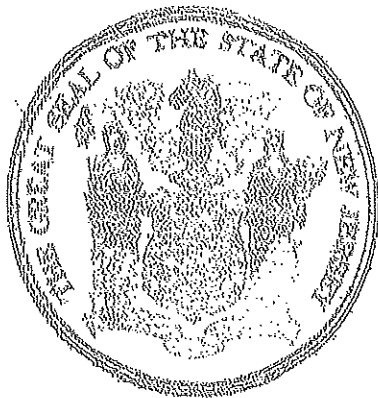
under the

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

This certificate acknowledges SKY GENERAL CONSTRUCTION LLC is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

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

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



Peter Lowicki
Deputy Director

Issued: 3/11/2022
Certification Number: A0196-78

Expiration: 3/11/2025
The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2022 to 15-NOV-2029



SKYGENERAL CONSTRUCTION LLC
74 1ST AVE
PATERSON NJ 07514



A handwritten signature in cursive script, appearing to read 'Elizabeth M. Muoio'.

ELIZABETH MAHER MUOIO
State Treasurer



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

NOTICE OF CLASSIFICATION

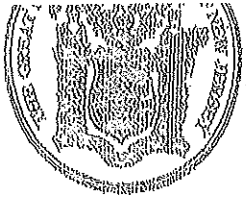


In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,000,000	C076 -ROOFING - TPO	06/20/2022	11/25/2023
	C070 -ROOFING-BUILT UP	06/20/2022	
	C066 -ROOFING-MEMBRANE EPDM	06/20/2022	
	C068 -ROOFING-MEMBRANE MODIFIED BITUMEN	06/20/2022	
	C067 -ROOFING-MEMBRANE PVC/CPE/CSPE	06/20/2022	
	C072 -ROOFING-TILE/SLATE/SHINGLES	06/20/2022	
	C013 -SIDING & GUTTERS	06/20/2022	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

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



State of New Jersey

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

RI
TEL: (6
FAX: (6

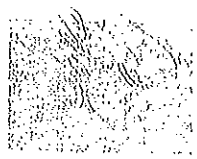
TOTAL AMOUNT OF
UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Edu
I Certify that the amount of uncompleted work on contracts is \$ 850,000.00

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

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

Affix
corporate
seal
here



Respectfully submitted,

By Sky General Construction LLC
Name of Firm

[Signature]
Signature

Owner
Title

74 1st Avenue
Business Address

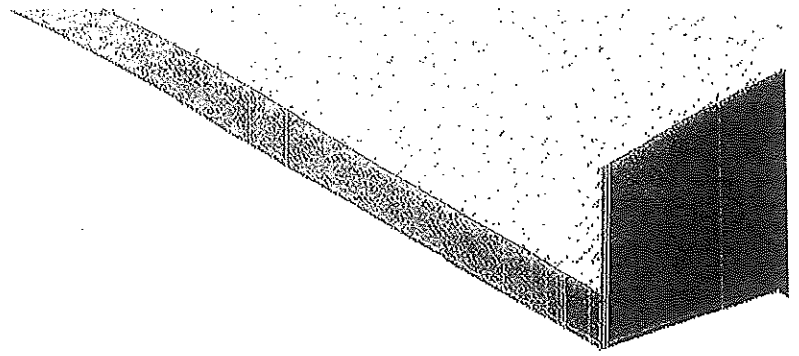
Paterson

New Jersey 07514

862-396-9808
Phone

Sworn in and
subscribed to before me
this 11th day of SEPTEMBER
2020 in the State of NEW JERSEY
My COMMISSION EXPIRES AUG. 18, 2026

Notary Public



ABC Supply Co. Inc.

Brian Franchi

45 Samworth Rd, Clifton, NJ 07012

O: (973) 777-3663 M: 267-318-5515

Beacon Building Products

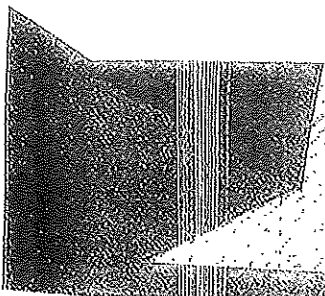
Daniel Lewkowicz

East Rutherford (commercial)

250 Rt 17 North East Rutherford, NJ 07073-2224

BEACON Sales Representative

O: 800-297-5242 M: 551-246-5584



862-336-9809

sky@genconstructions.com

<http://genconstructions.com>

70 1st Ave

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

SKY GENERAL CONSTRUCTION LLC
Luis Vargas
74 1st Ave
Paterson NJ 07514-2027

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
SKY GENERAL CONSTRUCTION LLC
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
03/03/2023 TO 03/31/2024
VALID

SIGNATURE
Carri Zaris
13VH10659000
License/Registration/Certificate # ACTING DIRECTOR

03/03/2023 TO 03/31/2024
VALID

Signature of Licensee/Registrant/Certificate Holder

13VH10659000
LICENSE/REGISTRATION/CERTIFICATION #

Carri Zaris
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

SKY GENERAL CONSTRUCTION LLC

EXPIRATION DATE 2024

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 10659000 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.

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

HOME
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW.

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

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

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

Taxpayer Identification# 833-192-221/000

03/03/22

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-9292.

With your continued success in your business endeavors.

Sincerely,

James J. Fusione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

SKY GENERAL CONSTRUCTION LLC

TRADE NAME:

ADDRESS:

41ST AVENUE

ATERSON, NJ 07001

EFFECTIVE DATE:

2/04/19

SEQUENCE NUMBER:

2312701

ISSUANCE DATE:

03/03/22

Director
New Jersey Division of Revenue

CRM REC

001-1205640

DIVISION OF TAXATION
SALES TAX COLLECTION SCHEDULE
RATE 6.625% EFFECTIVE JANUARY 1, 2018

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.07	None	\$5.82 to \$5.96	\$0.38
0.08 to 0.22	\$0.01	5.97 to 6.11	.40
0.23 to 0.37	.02	6.12 to 6.26	.41
0.38 to 0.52	.03	6.27 to 6.41	.42
0.53 to 0.67	.04	6.42 to 6.56	.43
0.68 to 0.83	.05	6.57 to 6.71	.44
0.84 to 0.98	.06	6.72 to 6.86	.45
0.99 to 1.13	.07	6.87 to 7.01	.46
1.14 to 1.28	.08	7.02 to 7.16	.47
1.29 to 1.43	.09	7.17 to 7.32	.48
1.44 to 1.58	.10	7.33 to 7.47	.49
1.59 to 1.73	.11	7.48 to 7.62	.50
1.74 to 1.88	.12	7.63 to 7.77	.51
1.89 to 2.03	.13	7.78 to 7.92	.52
2.04 to 2.18	.14	7.93 to 8.07	.53
2.19 to 2.33	.15	8.08 to 8.22	.54
2.34 to 2.49	.16	8.23 to 8.37	.55
2.50 to 2.64	.17	8.38 to 8.52	.56
2.65 to 2.79	.18	8.53 to 8.67	.57
2.80 to 2.94	.19	8.68 to 8.83	.58
2.95 to 3.09	.20	8.84 to 8.98	.59
3.10 to 3.24	.21	8.99 to 9.13	.60
3.25 to 3.39	.22	9.14 to 9.28	.61
3.40 to 3.54	.23	9.29 to 9.43	.62
3.55 to 3.69	.24	9.44 to 9.58	.63
3.70 to 3.84	.25	9.59 to 9.73	.64
3.85 to 3.99	.26	9.74 to 9.88	.65
4.00 to 4.15	.27	9.89 to 10.00	.66
4.16 to 4.30	.28	Over \$10	.66*
4.31 to 4.45	.29	Over \$20	1.33*
4.46 to 4.60	.30	Over \$30	1.99*
4.61 to 4.75	.31	Over \$40	2.65*
4.76 to 4.90	.32	Over \$50	3.31*
4.91 to 5.05	.33	Over \$60	3.98*
5.06 to 5.20	.34	Over \$70	4.64*
5.21 to 5.35	.35	Over \$80	5.30*
5.36 to 5.50	.36	Over \$90	5.96*
5.51 to 5.66	.37	Over \$100	6.63*
5.67 to 5.81	.38	Over \$200	13.25*

amounts above \$10.00, the tax shall be \$0.06625 on full dollar of the amount of sale, plus the tax on each of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (1-18)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:
 - Collect N.J. State Sales Tax
 - Issue N.J. Resale Certificates (ST-9)
 - Issue N.J. Exempt Use Certificates (ST-4)
 The Resale and Exempt Use Certificates can be found at: <http://www.nj.gov/treasury/taxation/pmtsale.shtml>
 You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.
 If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". To be placed on a "Non-reporting Basis" you must complete Form ST-6205. This form can be obtained by downloading it at: http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/c6205st.pdf or by calling (609) 292-9292.
 This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TREASURY 00885

NEW JERSEY SALES & USE TAX
pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

[Signature]
Acting Director, Division of Taxation

SKY GENERAL CONSTRUCTION LLC
76 1ST AVENUE
PATERSON NJ 07544

Tax Registration No.: XXX-XXX-2217000
Tax Effective Date: 01-03-22
Document Locator No.: I0000256484
Date issued: 03-03-22

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

CONTRACTOR NOTICE OF PREQUALIFICATION

for
Sky General Construction, LLC
80 North 11th Street
Paterson, NJ 07522

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

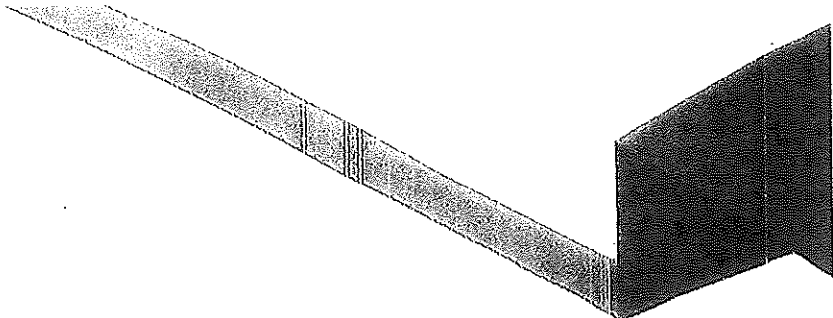
Effective Date: July 22, 2022
Expiration Date: November 25, 2023

Aggregate Limit: \$2 Million

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

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

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



Re: Bank Reference

Sky General Construction has been engaged in banking activities and transactions with Chase Bank since January 2019. Over this period, the company opened and maintained two accounts with Chase Bank which is Business Checking, Business Saving.

If you have additional concerns and questions, you can contact **Belkis Jimenez** at 973-790-7800.

Chase Bank – Branch Manager
Belkis Jimenez
396 Haledon Ave
Haledon, NJ 07508
Phone: (973) 790-7800





862-336-9809

sky@genconstructions.com

<http://genconstructions.com>

74 1st Ave Street, Paterson NJ, 07514



Project List

Berlin Township 135 RTE 73 South West Berlin NJ 08091
Andrew Simone; Charles Riebel Jr T: 856-767-1854 publicworks@berlintwp.com
Public Work \$37,320.00

Borough of Dunellen 355 North Avenue Dunellen, NJ 08812
Mitchell Butler, P.E. T: 856-795-9595 X 1298 Mitchell.Butler@rve.com
Dunellen Municipal Blg \$131,415.00

Borough of Fort Lee 1403 Teresa Drive Fort Lee NJ 07024
Peggie McQuade T: 201-654-3036 peggy@flha.org Ulises Varela T: 201-575-3988
Fort Lee Housing Authority \$59,750.00

Brough Of Merchantville 1 West Maple Ave Merchantville, NJ 08109
Denise L. Brouse T: 856.662.2474 ext. 303 Kevin Patti E:kpatti@merchantvillenj.gov
Merchantville Public Works \$82,500.00

EastTown Township Chester County PA
Josh Janisak T:267-666-8168 josh@jb-architects.com
Easttown Library & Info Center \$48,500.00

Health Care Commons Inc 500 Pennsville-Auburn Rd Carneys Point NJ 08069
Kevin Gross T: 856-299-3200 X424 kev778@hotmail.com>
Health Care Commons \$126,500.00

Jewish Family & Children's Services of Northern NJ 1485 Teaneck Rd, Teaneck, NJ 07666
Matthew Wolchko AIA T: 973 586 2400 x250 M: 973-525-3228 E: mwolchko@planetpsa.com
JFCS-NNJ ROOF 130,145.00

Monmouth County Park System 805 Newman Springs Road Lincroft, NJ 07738
Kevin Matthews T: (732) 842-4000 ext.3357 E: Kevin.Matthews@co.monmouth.nj.us
Monmouth CTY Parks \$127,636.00

Montville Board of Fire Commissioners District 1 108 Main Road, Montville, NJ 07045
Denise Phostole T: 973-334-6430 E: mfdist1clerk@optonline.net
The Roof at The Firehouse \$13,500.00

Wall Township 2201 Marconi Rd, Wall Township, NJ 07719
Jim Butler T: 732-946-7777 X 107 jfb@st-architects.com
Camps Evans \$118,000.00

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2022** to **15-NOV-2029**



SKYGENERAL CONSTRUCTION LLC
74 1ST AVE
PATERSON

NJ 07514



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



SKY General Construction LLC

Notes to Financial Statements

1. Summary of Significant accounting policies:

Business Activity: Sky General Construction LLC was formed on January 17, 2019. The Company serves as a general contractor for government, commercial and residential projects in the New York/New Jersey metropolitan area. Construction work is generally performed under fixed-price contracts.

Cash and cash equivalents: Cash and cash equivalents include cash on hand, cash balances, and all highly liquid investments. The Company maintains cash balances at a financial institution. Accounts at this institution are insured by the Federal Deposit Insurance Corporation up to 250,000.00 per institution.

Accounts Receivables: Trade receivables are recorded when invoices are issued and are presented in the Balance Sheet net of allowance for doubtful accounts. Trade receivables are written off when they are deemed uncollectible. We do not estimate the allowance for doubtful accounts.

Revenue Recognition: The Company uses the accrual method of accounting during the operating calendar year for all income. We have been using the percentage of completion for all contracts.

Other Current Assets: Funds release members and affiliates.

Property and Equipment: Property and equipment are stated at cost. The cost of additions and improvements are capitalized, and repairs and maintenance are expensed as incurred.

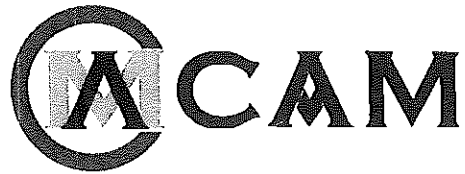
Depreciation: Although depreciation does not get allocated on the books, for tax purposes depreciation is provided using the straight-line method over the estimated useful lives of the respective assets, which are generally from 5 to 7 years.

Accounts Payable: As of December 31, 2022, accounts payables consist of several rental and lease invoices totaling \$270,083.31.

CAM FINANCIAL ACCOUNTING AND TAX SERVICES

635 Joralemon Street, Belleville, NJ 07109 • Tel: (973) 759-4045 • Fax: (973) 860-1131
www.cam-accounting.com

camfinancialtax@aol.com
cmarzan@cam-accounting.com



SKY General Construction LLC

Notes to Financial Statements

Long Term Liabilities: As of December 31, 2022, long term notes payables consist of Federal Loans (SBA) offered by the Small Business Administration during Covid-19 as well as a finance vehicle. As of December 31, 2022, the maturities of long-term notes payable outstanding were \$592,340.32.

CAM FINANCIAL ACCOUNTING AND TAX SERVICES

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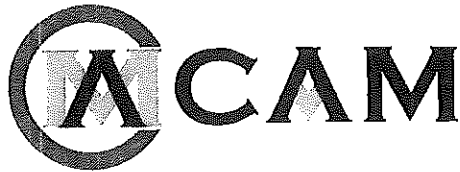
cmarzan@cam-accounting.com



Sky General Construction LLC
Balance Sheet
 As of December 31, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
TOTAL BUS CHK (7879)	62,645.17
Total Bank Accounts	\$ 62,645.17
Accounts Receivable	
Accounts Receivable (A/R)	1,172,596.12
Total Accounts Receivable	\$ 1,172,596.12
Other Current Assets	
Loans E.C.G	2,400.00
Loans J.C	0.00
Loans to Others	6,800.00
Total Other Current Assets	\$ 9,200.00
Total Current Assets	\$ 1,244,441.29
Fixed Assets	
Fixed Asset Computers	2,485.64
Fixed Asset Other Tools Equipment	16,146.74
Vehicles	
Original cost	15,500.00
Vehicles Ford 2001	3,097.62
Vehicles Ford 2010	6,962.00
Vehicles Ford 2011	7,405.00
Vehicles Truck	32,730.00
Total Vehicles	\$ 65,694.62
Vehicles Dodge	14,500.00
Total Fixed Assets	\$ 98,827.20
TOTAL ASSETS	\$ 1,343,268.49
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	270,083.31
Total Accounts Payable	\$ 270,083.31
Credit Cards	
CITIBANK Homedepot	-3,738.56
Total Credit Cards	-\$ 3,738.56
Other Current Liabilities	
F W Loan Payable	0.00
LOAN CELTIC BANK	60,140.00
Loan Payable	0.00
Loan Payable OneFunder	0.00
Total Other Current Liabilities	\$ 60,140.00
Total Current Liabilities	\$ 326,484.75

CAM FINANCIAL ACCOUNTING AND TAX SERVICES



Sky General Construction LLC
Balance Sheet
As of December 31, 2022

	<u>Total</u>
Long-Term Liabilities	
2016 Ford Escape Long Term Liabilities	9,840.32
SBA 6000	5,000.00
SBA EDL	499,900.00
SBA EIDL	3,000.00
SBA EIDL 7000	7,000.00
SBA PPP Loan	67,600.00
Total Long-Term Liabilities	<u>\$ 692,340.32</u>
Total Liabilities	<u>\$ 918,825.07</u>
Equity	
Opening Balance Equity	971.98
Owner's Investment	52,368.44
Owner's Pay & Personal Expenses	-420,262.01
Retained Earnings	378,356.91
Net Income	413,008.10
Total Equity	<u>\$ 424,443.42</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 1,343,268.49</u>

Friday, Mar 31, 2023 06:05:57 AM GMT-7 - Accrual Basis

A handwritten signature in blue ink, appearing to read "Justin P. [unclear]".

CAM FINANCIAL ACCOUNTING AND TAX SERVICES

635 Joralemon Street, Belleville, NJ 07109 • Tel: (973) 759-4045 • Fax: (973) 860-1131
www.cam-accounting.com

camfinancialtax@aol.com
cmarzan@cam-accounting.com



Independent Accountants' Compiled Report

March 30, 2023

The Boards of Directors and Members
Sky General Construction LLC

Scope

We have compiled and review the accompanying Financial Statements of Sky General Construction, LLC as of December 31, 2022 (Twelve Months) and the related statements of operations, for the years then ended. A compilation includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A compilation is substantially less in scope than an audit and a review, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management Responsibility

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

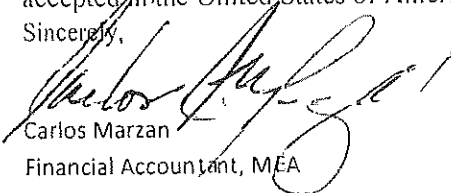
Accountant's Responsibility

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Limited Assurance

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

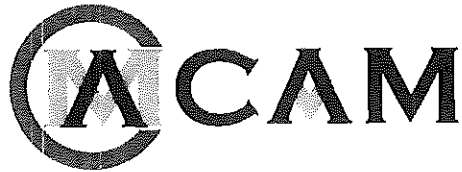
Sincerely,


Carlos Marzan
Financial Accountant, MEA

CAM FINANCIAL ACCOUNTING AND TAX SERVICES

635 Joralemon Street, Belleville, NJ 07109 • Tel: (973) 759-4045 • Fax: (973) 860-1131
www.cam-accounting.com

camfinancialtax@aol.com
cmarzan@cam-accounting.com



Sky General Construction LLC
Profit and Loss
 January - December 2022

		Total
Income		
Sales		2,596,535.60
Total Income	\$	2,596,535.60
Gross Profit	\$	2,596,535.60
Expenses		
Advertising & Marketing		3,457.05
Bank Charges & Fees		247.90
Bond Surety Agency		22,744.01
Car & Truck		2,077.88
Gasoline		46,708.94
Vehicles Repairs & Maintenance		18,695.52
Total Car & Truck	\$	67,482.34
Dues & subscriptions		25,886.04
Equipment Rental		20,347.14
Insurance		19,437.62
Gen Liability Ins		28,939.31
Vehicle Ins		4,992.40
WC Insurance		17,535.58
Total Insurance	\$	70,904.91
Job Supplies		766,929.50
Legal & Professional Services		7,668.90
Meals & Entertainment		8,638.02
Office Supplies & Software		17,942.66
Reimbursable Expenses		1,766.94
Rent & Lease		172,787.82
Repairs & Maintenance		1,907.39
Salaries and wages		247,242.33
Payroll Taxes Expenses		99,942.06
Payroll Services Fee		35,511.47
Total Salaries and wages	\$	382,695.86

CAM FINANCIAL ACCOUNTING AND TAX SERVICES

635 Joralemon Street, Belleville, NJ 07109 • Tel: (973) 759-4045 • Fax: (973) 860-1131
 www.cam-accounting.com camfinancialtax@aol.com
 cmarzan@cam-accounting.com



Sky General Construction LLC
Profit and Loss
January - December 2022

	<u>Total</u>
Security	600.00
Shipping, Freight & Delivery	2,600.66
Suppliers	317,984.44
Supp -Sub	224,887.23
Total Suppliers	\$ 542,871.67
Taxes & Licenses	37,840.79
Travel	15,416.98
Utilities	12,790.92
Total Expenses	\$ 2,183,527.50
Net Operating Income	\$ 413,008.10
Net Income	\$ 413,008.10

Friday, Mar 31, 2023 06:05:57 AM GMT-7 - Accrual Basis

A handwritten signature in black ink, appearing to be "Robert Marzan".

CAM FINANCIAL ACCOUNTING AND TAX SERVICES

Colonial Surety Company
Administrative Office
123 Tice Boulevard, Suite 250
Woodcliff Lake, NJ 07677
201-573-8788

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS

that we, **Sky General Construction, LLC**
as Principal, and the COLONIAL SURETY COMPANY, a corporation under the laws of the
Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto

Township of West Windsor, Princeton Junction, NJ

as Obligee in the sum of

10% of amount bid not to exceed \$8000

for the payment, whereof in lawful money of the United States, we bind ourselves, our heirs,
administrators, executors or successors, jointly and severally, firmly by these presents.

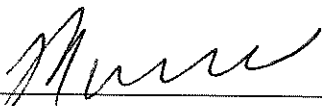
WHEREAS, the Principal has submitted the accompanying bid for
Roof Replacements

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, enter into
a contract therefore and will furnish any performance bond or other security required as a guarantee or
indemnification, then this obligation shall be void; otherwise to remain in full force and effect.

When this bond has been furnished to comply with a statutory or other legal requirement in the
location where the bid was submitted and/or construction was to be performed, any provision in the
bond conflicting with said statutory authority or legal requirement shall be deleted herefrom and
provisions conforming to such statutory or other legal requirement shall be deemed incorporated
herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not
as a common law bond.

Signed and sealed this 27th day of September 2023.

Witness:



Marina Guzman

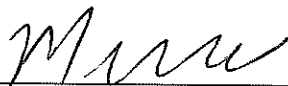
Sky General Construction, LLC




(Principal/Title) (Seal)

Colonial Surety Company

Witness:



Marina Guzman



Michael Bonfante (Attorney-in-fact) (Seal)

CONSENT OF SURETY

To: Township of West Windsor
(Owner)

Re: Sky General Construction, LLC
(Contractor)

Project Description:
Roof Replacements

This is to certify that the Colonial Surety Company
(Surety Company)

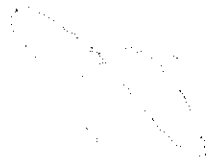
will provide to Township of West Windsor a performance/payment
(Owner)

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

Colonial Surety Company
(Surety)

Michael Bonfante, Attorney-in-Fact

September 27, 2023
(Date)



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Colonial Surety Company, reinsured by Beazley Insurance Company, Inc. the surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) 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(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2020 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Johnson Lambert & Co., One Lawson Lane, P.O. Box 525, Burlington, VT 05402 and KPMG 345 Park Ave New York, NY and are included in the Annual Statement on file with the Pennsylvania Department of Insurance, 1345 Strawberry Square, Harrisburg, PA 17120 and State of Connecticut Department of Insurance, 153 Market St., Hartford, CT 06103.

<u>Surety Companies(y)</u>	<u>Capital and Surplus</u>
Colonial Surety Company	\$ 54,568,766
Beazley Insurance Company, Inc.	249,251,605

(3) 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, 2021 (most recent calendar year available) is as follows:

<u>Surety Companies(y)</u>	<u>Limitation</u>
Colonial Surety Company	\$ 5,457,000
Beazley Insurance Company, Inc.	24,925,000

(4) The amount of the bond to which this statement and certification is attached is 10% of amount bid not to exceed \$8000

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

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Colonial Surety Company	123 Tice Blvd, Suite 250, Woodcliff Lake, NJ 07677	N/A
Beazley Insurance Company	30 Batterson Park Road, Farmington, CT 06032	N/A

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

CERTIFICATE
(to be completed by an authorized certifying
agent for each surety on the bond)

I, Wayne Nunziata, as President for Colonial Surety Company, a corporation domiciled in the State of Pennsylvania, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGED that, if any of those statements made by me are false, this bond is VOIDABLE.



Wayne Nunziata

President

Dated: September 27, 2023

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Michael Bonfante of Paterson, NJ its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Bid Bonds and Consent of Surety Only

and to bind the Company thereby as fully and to the same extent as if such bids were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, bid bonds and consent of surety only, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 7th day of April, A.D., 2023.

State of New Jersey }
County of Bergen } SS.



COLONIAL SURETY COMPANY

By [Signature]
Wayne Nunziata, President

On this 7th day of April, in the year 2023, before me Theresa La Monica, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA LA MONICA
A Notary Public of New Jersey
My Commission Expires September 9, 2025

[Signature]

Theresa La Monica Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 27th day of September, 20 23.

[Signature]
Wayne Nunziata, President

Original printed with blue and/or black ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-6788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

State of N.J.

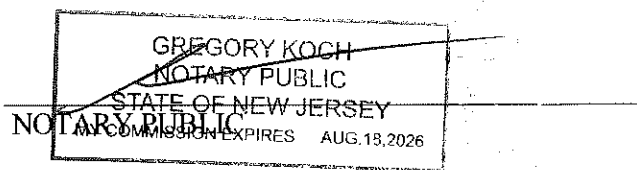
County of Passaic

AND NOW, this 27th day of September, in the calendar year of 2023, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Michael Bonfante, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of N.J.
My Commission Expires on _____

Notary Public in and for the
County of Passaic
State of N.J.



Colonial Surety Company
Duncannon, Pennsylvania
-Inc 1930-

Balance Sheet as at December 31, 2022

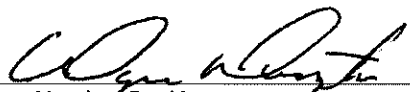
Cash & Invested Assets:		Liabilities:	
Cash	\$9,057,792	Outstanding Losses & Loss Expenses	\$4,119,774
Cash Equivalents	3,519,458	Unearned Premiums	18,018,052
Common Stocks*	9,757,005	Funds Held	5,412,876
Bonds*	49,594,003	Reinsurance Payable	9,118,420
Receivables for Securities	100,000	Accrued Expenses	609,482
Total Cash & Invested Assets	\$72,028,258	Income Taxes Payable	2,146,546
		Payable to Parents, Subs & Affiliates	2,314,262
		Miscellaneous Liabilities	11,364
		Total Liabilities	\$41,750,776
Other Assets:		Capital & Surplus:	
Accrued Investment Income	\$493,741	Common Capital Stock	\$ 4,000,000
Premiums Receivable	20,448,949	Additional Paid in Capital	1,000,000
Funds Held – Collateral	5,406,668	Unassigned Surplus	57,754,325
Reinsurance Recoverable	5,295,919	Total Capital & Surplus	\$62,754,325
Net Deferred Tax Assets	830,542		
Other Assets	1,024		
Total Admitted Assets	\$104,505,101	Total Liabilities, Capital & Surplus	\$104,505,101

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY }
 ss.:
 COUNTY OF BERGEN }


I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2022.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 7th day of April, 2023.



 Wayne Nunziata, President




 Theresa La Monica, Notary Public

THERESA LA MONICA
A Notary Public of New Jersey
My Commission Expires September 9, 2025