

1	AB Kurre Contracting, Inc.	\$309,950.00
2	Brennan Bros Contracting, LLC	\$374,000.00
3	Caravella Demolition, Inc.	\$467,002.00
4	Two Brothers Contracting, Inc.	\$490,600.00
5	Ambient Group LLC	\$712,000.00

BID PACKET

FOR:

ROVA RESTAURANT DEMOLITION

TOWNSHIP OF JACKSON

BY:

Two Brothers Contracting, Inc.

(Bidder Name)

11 Vreeland Avenue

Totowa, NJ 07512

(Bidder Address)

973-956-8700

(Bidder Phone Number)

(Bidder Alternative Phone Number)

973-956-8811

(Bidder Fax Number)

22-3261192

(Bidder Federal I.D. # or S.S. #)

sal@tbcdemo.com

(Bidder Email Address)

Sava Mladenovic, President

(Name of Bidder's Authorized Representative)

TO:

**TOWNSHIP OF JACKSON
95 WEST VETERANS HWY,
JACKSON, NJ 08527**

BID SUBMISSION CHECKLIST

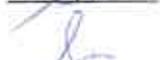
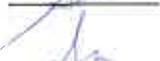
(Pursuant to N.J.S.A. 40A:11-23.2)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	
2. BID PROPOSAL	
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1, 2 & 3</u>	
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-2.1</u>	
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-2.2</u>	
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-2.0</u>	
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-1.6</u>	
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	
15. BIDDER'S ACKNOWLEDGMENT	
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-1.8</u>	
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	
19. W9 Form	

BID PROPOSAL

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting Inc.
(Bidder Name)

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	12,000. ⁰⁰	12,000. ⁰⁰
2	MOBILIZATION	LS	1	12,000. ⁰⁰	12,000. ⁰⁰
3	STRUCTURE DEMOLITION	LS	1	304,000. ⁰⁰	304,000. ⁰⁰
4	ASBESTOS ABATEMENT	LS	1	142,600. ⁰⁰	142,600. ⁰⁰
5	GENERAL CONSTRUCTION ALLOWANCE	DOLLARS	1	\$20,000.00	\$20,000.00

TOTAL BID AMOUNT (Items 1 through 5): \$ 490,600.⁰⁰

WRITE TOTAL BID AMOUNT (Items 1 through 5): Four Hundred Ninety Thousand Six Hundred Dollars

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

[Signature]

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

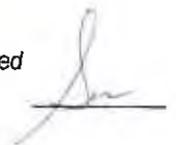
(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE**:



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
TWO BROTHERS CONTRACTING, INC.

TRADE NAME:

ADDRESS:
11 VREELAND AVENUE
TOTOWA NJ 07512
EFFECTIVE DATE:

SEQUENCE NUMBER:

0097829

ISSUANCE DATE:

09/15/15

02/18/94


Director
New Jersey Division of Revenue

FORM-BRC

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

(0288) P209846V



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KING SOLIMAN AND SON LIMITED LIABILITY COMPANY
Trade Name:
Address: 53 RACE TRACK RD
EAST BRUNSWICK, NJ 08816-3740
Certificate Number: 1541808
Effective Date: February 08, 2010
Date of Issuance: January 21, 2020

For Office Use Only:
20200121100606334

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
GEM ELECTRICAL CONTRACTING LLC

TRADE NAME:

ADDRESS:
790 BLOOMFIELD AVENUE, STE A-8
CLIFTON NJ 07011
EFFECTIVE DATE:

SEQUENCE NUMBER:
2161437

ISSUANCE DATE:
08/15/17

Jana J. Geronzi
Director
New Jersey Division of Revenue

FORM-BRC

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

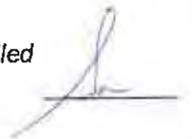
ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:



Certificate Number
605217

Registration Date: 05/07/2022
Expiration Date: 05/06/2024



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):
Sava Mladenovic, President

Responsible Representative(s):
Ray Mladenovic, Vice-President

Two Brothers Contracting, Inc.
2022

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

Certificate Number
662501

Registration Date: 12/23/2021
Expiration Date: 12/22/2023



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:

King Soliman & Son, LLC

Responsible Representative(s):
Mohamed Soliman, 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.

Certificate Number
705211

Registration Date: 04/22/2021
Expiration Date: 04/21/2023



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. 34:11-56.46, 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:

Gem Electrical Contracting, LLC

Responsible Representative(s):
Jose Moreno, President

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

PART I - Please check the appropriate box below:

- | | |
|---|--|
| <input type="checkbox"/> Sole Partnership (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> For Profit Corporation (any type) | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Liability Company (LLC) | |
| <input type="checkbox"/> Other (be specific): _____ | |

PART II - Please check the appropriate box below:

- The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) 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 percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>
1.	<u>Sava Mladenovic, President</u>	<u>50 Artillery Park Road, Totowa, NJ 07512</u>
2.	<u>Ray Mladenovic, Vice President</u>	<u>23 Knox Terrace, Totowa, NJ 07512</u>
3.	_____	_____

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

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

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) 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 percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) 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 percent (10%) ownership criteria established to N.J.S.A. 52:25-24.1 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24,2)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

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; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer 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 Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Sava Mladenovic

Title: President

Signature: 

Date: 09/07/2022

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:

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

- OR -

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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

PART III - Certification:

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

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Sava Mladenovic

(Print or Type)

TITLE: President

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

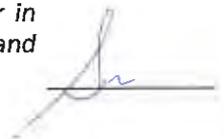
Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:



BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, Two Brothers Contracting, Inc.
(Bidder Name)

located at 11 Vreeland Avenue Totowa, NJ 07512, (hereinafter called the "Principal"), and
(Bidder Address)

Philadelphia Indemnity Insurance Company, located at
(Surety Name)

Bala Cynwyd, PA 19004, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto TOWNSHIP OF JACKSON, as Owner, in the penal sum of

Ten Percent of Bid Amount or Twenty Thousand Dollars (\$ 10% of Bid Amount or \$20,000.00)
(10% of Bid Amount or \$20,000 (In words)) (10% of Bid Amount or \$20,000 (In numbers))

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROVA RESTAURANT DEMOLITION

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ 7th _____ of the month of _____

September in the year of 20 22
(Month) (Year)

Philadelphia Indemnity Insurance Company

BY: [Signature]
(Surety Authorized Representative Signature)

NAME: Joseph T. Catania
(Print or Type)

TITLE: Attorney-in-Fact

CORPORATE SEAL:

Two Brothers Contracting, Inc.

By: [Signature]
SAVA MLADENOVIC, PRESIDENT

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The Philadelphia Indemnity Insurance Company located at
(Surety Name)

Bala Cynwyd, PA 19004, a corporation organized under the laws of the State of
(Surety Address)

PENNSYLVANIA and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

ROVA RESTAURANT DEMOLITION, located in the

TOWNSHIP OF JACKSON, is awarded to Two Brothers Contracting, Inc., the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ 100% of Contract Value. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

7th of September, 2022.
(Date) (Month) (Year)

Philadelphia Indemnity Insurance Company

BY: [Signature]
(Surety Authorized Representative Signature)

NAME: Joseph T. Catania
(Print or Type)

TITLE: Attorney-in-Fact

CORPORATE SEAL:

Two Brothers Contracting, Inc.

By: [Signature]
SAVA MLADENOVIC, PRESIDENT

ACKNOWLEDGEMENT BY SURETY

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 7 day of September, 2022, before me Mary L. Lawrence, a notary public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Joseph T. Catania know to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



MARY L. LAWRENCE
NOTARY PUBLIC - STATE OF NEW JERSEY
Commission #50037749
My Commission Expires May 06, 2026

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

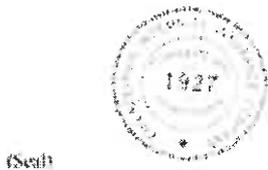
KNOW ALL PERSONS BY THESE PRESENTS, that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Richard G. Anderson, Joseph L. Catania, Gina M. Symonelle, Denise A. Medlar, Mary Lawrence & Brent D. Heaffey, of Anderson & Catania Surety Services, L.L.C., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company, (1) Appoint Attorneys-in-Fact and authorize the Attorneys-in-Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And be it

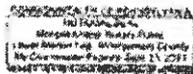
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 27th DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public, Morgan Knapp
residing at Bala Cynwyd, PA
My commission expires September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of September, 2022.


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION

PHILADELPHIA INDEMNITY INSURANCE COMPANY (the "Surety") 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 New Jersey, of the Surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, 2021 which amounts have been certified as indicated by PriceWaterhouseCoopers, certified public accountants:

Capital: \$ 4,500,000

Surplus: \$ 3,045,464,239

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 and the date as of which that limitation was effective as of July 1, 2022, is as follows:

Underwriting Limit: \$304,546,000

4. The amount of the bond to which this statement and certification is attached is \$ 10% Bid Bond

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 that reinsurer's participation in the contract is as follows: n/a ; and

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

CERTIFICATE

I, Joseph T. Catania, as Attorney-in-Fact for Philadelphia Indemnity Insurance Company, 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 of Certifying Agent

Joseph T. Catania
Printed Name of Certifying Agent

Attorney-in-Fact
Title of Certifying Agent

September 7, 2022

Date

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

	As of December 31,	
	2021	2020
Admitted Assets		
Bonds (fair value \$8,447,694 and \$8,041,263)	\$ 8,102,442	\$ 7,601,946
Preferred stocks (fair value \$19,262 and \$16,537)	19,262	15,673
Common stocks (cost \$44,923 and \$52,609)	43,194	43,373
Mortgage loans	957,086	871,250
Real estate	29,408	29,973
Other invested assets (cost \$194,229 and \$203,028)	218,926	215,589
Receivables for securities sold	152	913
Cash, cash equivalents and short-term investments	128,587	34,279
Cash and invested assets	9,199,957	8,763,026
Premiums receivable, agents' balances and other receivables	914,676	908,602
Reinsurance recoverable on paid loss and loss adjustment expenses	45,200	48,737
Accrued investment income	74,000	74,070
Receivable from affiliates	5,171	7,586
Federal income taxes receivable	8,144	-
Net deferred tax assets	111,943	138,129
Other assets	9,953	4,992
Total admitted assets	\$ 10,699,044	\$ 9,935,147
Liabilities and Capital and Surplus		
Liabilities:		
Unpaid loss and loss adjustment expenses	\$ 5,436,808	\$ 5,218,304
Unearned premiums	1,658,339	1,582,116
Reinsurance payable on paid loss and loss adjustment expenses	35,820	30,398
Ceded reinsurance premiums payable	130,474	108,936
Commissions payable, contingent commissions and other similar charges	228,628	214,389
Federal income taxes payable	-	8,480
Funds held	77,317	77,256
Payable to affiliates	19,465	18,486
Provision for reinsurance	471	87
Payable for securities purchased	19,045	17,820
Accrued expenses and other liabilities	47,213	32,170
Total liabilities	7,653,580	7,308,442
Capital:		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	2,654,893	2,236,134
Total surplus	3,040,964	2,622,205
Total capital and surplus	3,045,464	2,626,705
Total liabilities and capital and surplus	\$ 10,699,044	\$ 9,935,147

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

DocuSigned by:
Karen Gilmer-Pauciello
Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 2nd day of June 2022.

Kimberly Kessleski
Kimberly Kessleski, Notary

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2024
Commission number 1246769
Member, Pennsylvania Association of Notaries

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, Sava Mladenovic, residing in Totowa
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of Passaic and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am President of the firm of Two Brothers Contracting, Inc.
(Bidder's Authorized Representative Title) (Bidder's Name)

_____ the Bidder making this Bid Proposal for the Bid Packet entitled,

ROVA RESTAURANT DEMOLITION

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

Two Brothers Contracting, Inc.
(Bidder's Name)

BY: 
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: Sava Mladenovic
(Print or Type)

TITLE: President

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

PART I - Please check the appropriate box below:

- A.) The Bidder, signing and submitting this Bid Packet, **OWNS, LEASES, OR CONTROLS** all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- B.) The Bidder, signing and submitting the attached Bid Packet, **DOES NOT OWN OR LEASE** the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

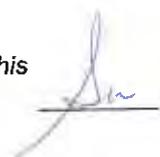
PART II - ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:





TWO BROTHERS CONTRACTING, INC.

Environmental Services

**EQUIPMENT LIST FOR
ASBESTOS PROJECTS**

Item	No. of Units
Negative Air Units	350
Negative Pressure Recorders	16
HEPA Vacuums	35
Shower Units	40
Shower Filtration 5 Micron	40
Airless Spray Units	30
GFCI 200 amp Panels	35
Type "C" Rigs	4
PAPR Full Face Resp.	80+
Half Face Resp.	120+
Temporary Lighting	50+
Water Hoses	100
Extension Cords	600
Blastrac/10D Units	8
Blastrac BMS1000 Scraper/ Ride on Scrapers	5
Blastrac 8DEC	2
Vans Ford E350	6
Box Trucks	8
Roll-off Waste Truck	3
Roll-off Containers	40
Numerous Misc. Items	



TWO BROTHERS CONTRACTING, INC.

VEHICLE LIST

MAKE	MODEL	QUANTITY
FORD	LUBE TRUCK	1
FORD	F350 UTILITY	1
FORD	F550 UTILITY	1
FORD	WATER TRUCK	1
ISUZU	BOXTRUCK	1
KENWORTH	HOOKLIFT	1
KENWORTH	TT	1
KENWORTH	ROLLOFF	1
KUBOTA	UTILITY VEHICLE	1
MERCEDES	SPRINTER	4
PETERBUILT	TRACTOR	1

EQUIPMENT LIST

BLAW KNOX PF5510 PAVER	1
BOBCAT ANGLE BROOM 48"	2
BOBCAT BC445WB SWEEPER	2
BOBCAT BP680 HYDRAULIC BREAKER W/NAIL POINT	1
BOBCAT E50 MINI EXCAVATOR	1
BOBCAT E55 MINI EXCAVATOR	1
BOBCAT HB1180 HYDRAULIC BREAKER	2
BOBCAT S185 SKID STEERE	2
BOBCAT S650 SKID STEERE W/GRAPPLE	1
BOBCAT S770 SKID STEER W/74" GRAPPLE	1
BOBCAT S863 SKID STEERE	1
CAT D3 DOZER HYDROSTAT	1
CAT TRAC SKID STEERE	1
CONCRETE CRUSHER QJ341	1
CONCRETE SAW	1
DUMP TRAILER 60 YARD	4
EDGE TX6540 STACKER	1
FONTAINE 50 TON LOWBOY	1
HYDROSEEDER	1
INGERSOLL RAND ROLLER DD110	1
INGERSOLL RAND TOW BEHIND 185CFM COMPRESSORS	3
JLG BOOM LIFT 80'	1
JOHN DEERE 200CLC EXCAVATOR	1
JOHN DEERE 290GLC EXCAVATOR	1
JOHN DEERE 350GLC EXCAVATOR W/BUCKET	1
JOHN DEERE 450DLC EXCAVATOR	1
JOHN DEERE 470GLC EXCAVATOR	1
JOHN DEERE 650K DOZER	1
JOHN DEERE 450J DOZER	1
KOBELCO SK210 EXCAVATOR	1
KOBELCO SK210 LC10 W/JRB COUPLER	1
KOBELCO SK260 W/JRB ATTACHMENT	1
KOBELCO SK260LC HIGH REACH (50')	1
KOMATSC PC390LC 11	1
KOMATSU 300 LL HIGH REACH (85')	1
KOMATSU PC290LC 10 EXCAVATOR	1
KOMATSU PC360LC 11 EXCAVATOR	1
KOMATSU SK260 ZERO TAIL SWING	1
KOMATSU WA250 WHEEL LOADER	1
LABOUNTY CP100 PULVERIZER	1
LABOUNTY HDR40QC GRAPPLE	1
LABOUNTY HDR50QC	1
LABOUNTY MDP20 CONCRETE CRACKER JAW	1
LABOUNTY MDP20CP CONCRETE PULVERIZER JAW	1
LABOUNTY MDP20R CONCRETE CRACKER JAW	1
LABOUNTY MDP27R CONCRETE PULVERIZER JAW	1
LABOUNTY MDP35SV CONCRETE PULVERIZER JAW	1
LABOUNTY MHP200 PULVERIZER	1
LOWBOY TRAILER	1
MONSOON BUFFALO (DUST FIGHTER)	1
ROGERS 60 TON 4 AXLE LOWBOY	1
ROLLOFF CONTAINERS (VARIOUS SIZES)	30
TAG ALONG 10 TON TRAILER	1
TAG ALONG 25 TON TRAILER	1
TALBERT 45 TON LOWBOY	1
TOW BEHIND GENERATOR 40KW	2
TOW BEHIND GENERATOR 45KW	2
TOW BEHIND GENERATOR 60SW	1
WALKING FLOOR TRAILER (100 YD)	6

NOTE: ALL DEMO EQUIPMENT IS EQUIPPED WITH GRAPPKE, HAMMER, PULVERIZER AND SHEAR ATTACHMENTS

NOTE 2: NUMEROUS JACKHAMMERS AND HAND HELD EQUIPMENT STORE AT OUR WAREHOUSE

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: <u>King Soliman & Son LLC</u> Address: <u>53 Racetrack Road, East Brunswick, NJ</u> License No.: <u>36BI01246300</u> Expiration: <u>06/30/2023</u>
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: <u>N/A</u> Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: <u>GEM Electrical</u> Address: <u>790 Bloomfield Avenue, Suite A8, Clifton, NJ 07012</u> License No.: <u>34EB01565300</u> Expiration: <u>03/31/2024</u>
4. Structural steel and ornamental iron work	Name: <u>N/A</u> Address: _____ License No.: _____ Expiration: _____
5. Other	Name: _____ Address: _____ License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

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

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

HAS LICENSED

Mohamed A. Soliman
T/A KING SOLIMAN AND SON LLC
53 Race Track Road
East Brunswick, NJ 08816

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers
HAS LICENSED
Mohamed A. Soliman
Master Plumber

SIGNATURE
Mohamed A. Soliman
06/02/2021 TO 06/30/2023
VALID
36B101246300
License/Registration/Certificate #
ACTING DIRECTOR
Frank Russo

06/02/2021 TO 06/30/2023
VALID

36B101246300
LICENSE/REGISTRATION/CERTIFICATION #

Mohamed A. Soliman
Signature of Licensee/Registrant/Certificate Holder

Frank Russo
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of Master Plumbers
P.O. Box 45008
Newark, NJ 07101

PLEASE DETACH HERE

Mohamed A. Soliman
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 36B1 01246300 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

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

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

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

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

HOME
BUSINESS

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.

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

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

HAS LICENSED

GEM ELECTRICAL CONTRACTING, LLC
JOSE E MORENO
790 Bloomfield Ave
Suite A8
Clifton NJ 07012

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

03/20/2021 TO 03/31/2024
VALID

Signature of Licensed/Registrant/Certificate Holder

34EB01565300
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
GEM ELECTRICAL CONTRACTING, LLC
Electrical Business Permit

03/20/2021 TO 03/31/2024
VALID

34EB01565300
License/Registration/Certificate #

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

PLEASE DETACH HERE

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

a.) Evidence of Business Registration Certificate for all Subcontractors listed;

- AND -

b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:



PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

Bidders must submit, along with their Bid Packets, this PREVAILING WAGE COMPLIANCE DECLARATION.

The above named Bidder, located at 11 Vreeland Avenue, Totowa, NJ 07512,

(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

**By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:**



BIDDER'S ACKNOWLEDGEMENT

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

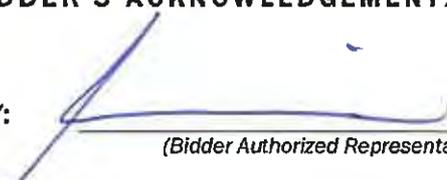
All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this
BIDDER'S ACKNOWLEDGEMENT:

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Sava Mladnenovic

(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

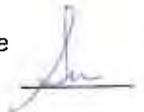
- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:



STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ROVA RESTAURANT DEMOLITION

Two Brothers Contracting, Inc.

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: August 16, 1993

2.) State of Incorporation or Formation of bidding entity: New Jersey

3.) Number of years engaged in the contracting business under your present firm or trading name: 29

4.) General character of work performed by company: Asbestos abatement and demolition

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

No

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

No

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

No

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

No

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

Yes



TWO BROTHERS CONTRACTING, INC.

PARTIAL LIST OF COMPLETED PROJECTS

Project Owner	Project Name	Location	Contact	Contact #	Contract Amount	Description of Work	Completion
Essex County College	Building Demolition at West Essex Campus	730 Bloomfield Avenue West Caldwell, NJ	Jeff Shapiro	973-877-3000 x3142	\$948,050.90	Asbestos Abatement, Demolition and Site Work	12/21
Township of Toms River	Demolition of Former Surf Club	1900-1910 Ocean Avenue Ortley Beach, NJ	Robert Chankalian, PE, CME	732-341-1000 x8335	\$203,323.03	Demolition of Structure	12/21
Township of Robbinsville	Robbinsville Pool Demo at Miry Run Park	66 Sharon Road Robbinsville, NJ	Janet Halasz	609-259-3600 x1125	\$241,599.44	Miry Run Park Pool Demolition and Site Work	11/21
Rockland County Solid Waste Management Authority dba Rockland Green	Modifications to the Recyclables Pre-Processing Facility Hillburn, NY	420 Torne Valley Road Hillburn, NY	Dee Louis, RCSWMA Engineer	845-753-2200	\$301,880.00	Demolition, salvage of existing platform, modifications and fabrication of push walls	04/2021
Camden County	2600 & 2630 Mt. Ephraim	2600 & 2630 Mt. Ephraim, Camden, NJ	Kevin Fitzsimons, CCIA	856-374-5188	\$1,690,504.00	Demolition, Asbestos Abatement and Disposal of PCBs of (2) Buildings	9/2020
Rockland County Solid Waste Management Authority	RCSWMA Materials Recovery Facility	420 Torne Valley Road Hillburn, NY	Dee Louis, RCSWMA Engineer	845-753-2200	\$230,500.00	Equipment Demolition at MRF	7/2020
NIDMAVA	NGTC, Bldgs 64 & 65	1 Camp Dr. Sea Girt, NJ	Mark Clemmensen	732-974-4892	\$240,200.00	Demolition of 2 Bldgs, Asbestos Abatement & Sitework	5/2020
USDOL	Edison Job Corps	500 Plainfield Ave. Edison, NJ	Fadia Aldabbagh, USDOL	703-516-2202	\$745,771.00	Demolition of (3) Buildings & Disposal as Asbestos; Disposal of PCBs	2/2020
City of Garfield	Garfield Police Headquarters	411 Midland Ave. Garfield, NJ	Henry Ossi, DMR Architects	201-288-2600	\$7,609,000.00	Demo of existing building and construction of new 3-story police station, approx. 15,000 SF	8/2019
NJSDA	Woodland Elementary School	730 Central St. Plainfield, NJ	Tony Sassine, NJSDA	609-858-5168	\$1,045,646.00	Demolition, Asbestos Abatement & Disposal of PCBs of School	8/2019
Kean University	Willis Hall	1000 Morris Ave. Union, NJ	Steve Remotti Kean University	908-737-5018	\$1,143,693.22	Complete Demolition, Asbestos Abatement and Disposal of PCBs of a 5-Story Building	8/2019
New Jersey Schools Development Authority	Cleveland Street School	355 Cleveland St. Orange, NJ	NJSDA, Clair Tsai-Ochs	609-858-5141	\$983,369.50	Asbestos Abatement, Selective Demolition and Disposal of PCBs and Mercury	5/2019
Ramapo College of New Jersey	George T. Potter Library	505 Ramapo Valley Rd Mahwah, NJ	Daniel P. Connelly Cambridge Construction Mgmt	908-638-9700	\$391,000.00	Interior Demolition & Asbestos Abatement	5/2019
Passaic County Community College	113-119 College Blvd Paterson, NJ	113-119 College Blvd Paterson, NJ	Joe Cianzio, A&A Construction Mgmt	973-882-2622	\$406,796.78	Asbestos Abatement & Selective Demo of Former Firehouse	4/2019
Burlington County	Demolition of Structures Contract #CEG-170040	Various Locations, Burlington County	Mark Hansen T&M Associates	856-722-6700	\$1,039,061.57	Demolition of 10 Properties, Asbestos Abatement, UST Removals	12/2018



Collingswood BOE	Collingswood HS Stadium Project No. 04-12-C-008	424 W. Collings Ave., Collingswood, NJ	Al Hird Collingswood BOE	856-962-5701	\$401,026.07	Demolition & Asbestos Abatement of HS Stadium	12/2018
Rowan University	Linden Hall	200 Oak Grove Dr. Glassboro, NJ	Erin Bisceglia Rowan University	856-256-4171	\$328,222.00	Complete Demolition & Asbestos Abatement of 2-Story Administrative Building, Site Restoration	9/2018
Camden Co. Improvement Authority	Block 1400, Lots 2-11 Leader Dye Factory	200-220 S. Broadway Camden, NJ	John Bond CCIA	856-374-6094	\$746,247.50	Complete Demolition & Asbestos Abatement of 10 Bldgs, Site Restoration	7/2018
City of Paterson		102-124 Madison Ave. Paterson, NJ	Jerry Lobo, Construction Code Official	973-321-1232	\$1,132,366.05	Demolition of Building as Asbestos	5/2018
Borough of New Milford	New Police Headquarters	930 River Road, New Milford, NJ	Robbie Conley, Architect LLC	856-845-7500	\$4,011,862.00	Construction of a 2-Story Police Department Building	4/2018
Millstone Twp BOE	Millstone ES/Millstone Primary School	308 Millstone Rd/ Schoolhouse Rd, Millstone, NJ	James Nichols Architecture	609-439-8484	\$1,372,782.00	Roofing System Replacement at (2) Schools	10/2017
Fort Lee BOE	Fort Lee School No. 2	2047 Jones Rd., Fort Lee, NJ	SSP Architectural Group, Dan Spanton	908-725-7800	\$8,799,104.63	New Addition, 21,000 SF Ground Up	8/2017
Housing Authority of Plainfield	Elmwood Gardens Apartment Complex	532 West Second St. Plainfield, NJ	Wan Chang, Modernization Coordinator	908-769-6335	1,069,200.00	Complete Demolition of (4) 5-Story Buildings	5/2016
NIDPMC	Various Addresses, Manville, NJ	Various Addresses, Manville, NJ	Walter Fernandez, DPMC	609-290-8741	253,637.00	Complete Demolition & Asbestos Abatement of 10 properties	1/2016
Housing Authority of Plainfield	Elmwood Gardens Apartment Complex	532 West Second St. Plainfield, NJ	Wan Chang, Modernization Coordinator	908-769-6335	\$428,000.00	Asbestos Abatement of (4) 5-Story Buildings	11/2015
NJ Dept of Transportation	CSX Maintenance Bldg	Route 7 Wittpenn Bridge, Kearny, NJ	Harold Dieter, NIDOT	609-230-1139	\$282,000.00	Complete Demolition of Building and Asbestos Abatement of Building	6/2015
The College of New Jersey	Norsworthy Hall	2000 Pennington Rd. Ewing, NJ	John Hamilton	908-351-1177	\$415,000.00	Asbestos Abatement of a 4 Story Dormitory Bldg	8/2014
NJ Transit	Hoboken/Weehawkin Demolition Project	77 West 18 th Street Weehawken, NJ	Glen Mack, NJ Transit	973-491-7839	\$473,188.75	Complete Demolition and Asbestos Abatement of 3 Buildings	8/2014
The College of New Jersey	Holman Hall	2000 Pennington Rd., Ewing, NJ	David Jurkin	609-771-2495	\$1,462,691.49	Complete Demolition and Asbestos Abatement of 5-Story Building	7/2014
Thomas Edison State College	Glen Cairn Arms Apt. Buildings	301 W. State Street Trenton, NJ	John K. Murray	609-984-1661	\$1,480,000.00	Complete Demolition of (4) 5-Story Buildings as Asbestos, PCB Disposal	12/2013
Carlstadt-East Rutherford Regional Board of Ed	HP Becton Regional HS	120 Paterson Avenue East Rutherford, NJ	Phil Caputo	201-362-4176	\$326,825.00	Asbestos Abatement	12/2012
Kean University	Kean University	1000 Morris Avenue Union, NJ	Adam Varava	908-956-5158	\$2,387,250.00	Awning Demolition and Asbestos Abatement	8/2012
Cranford Board of Education	Bloomingdale Elementary School	200 Bloomingdale Avenue Cranford, NJ	Robert Carfagno	908-709-6210	\$318,100.00	Asbestos Abatement	7/2011
Bergen County Tech	Bergen County Technical High School	275 Pascack Road Paramus, NJ	Birdsall Svcs Grp	908-497-8900	\$90,533.00	Demolition and Asbestos Abatement	7/2011
Safety and Ecology Corp	Knolls Atomic Lab Phase II	2401 River Road Niskayuna, NY	Stace Johnson	856-690-0501	\$1,509,865.63	Asbestos Abatement	6/2010

Additional References supplied upon request



Current Work On Hand

Project Owner/Rep.	Project Name	Location	Contract Amount	Billed To Date	Uncompleted Amount	Completion Date
Township of Woodbridge	Demolition on Marconi	Woodbridge, NJ	\$17,200.00	\$0.00	\$17,200.00	TBD
NJDEP	South Branch WMA	Raritan Twsp, NJ	\$61,400.00	\$0.00	\$61,400.00	TBD
Township of Woodbridge	29 Marconi Foundation Removal	Woodbridge, NJ	\$19,355.00	\$0.00	\$19,355.00	TBD
Borough of Caldwell	Library & Parking Deck	Caldwell, NJ	\$631,200.00	\$0.00	\$631,200.00	TBD
Borough of Caldwell	Community Center	Caldwell, NJ	\$177,210.00	\$0.00	\$177,210.00	TBD
NJDEP	Old Mercy EMS Building	Woodland Twsp, NJ	\$37,100.00	\$0.00	\$37,100.00	TBD
Township of Woodbridge	Demolition on Marconi	Woodbridge, NJ	\$19,355.00	\$0.00	\$19,355.00	TBD
Asbury Park BOE	Asbury Park HS	Asbury Park, NJ	\$27,400.00	\$0.00	\$27,400.00	
TOTAL			\$990,220.00	\$0.00	\$990,220.00	

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF New Jersey | ss.

I, Sava Mladenovic, residing in Totowa
(Authorized Representative Name) *(Municipality Name)*

In the County of Passaic and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am President of the firm of Two Brothers Contracting, Inc.
(Authorized Representative Title) *(Bidder Name)*

_____ , the Bidder submitting this Bid Packet for the Project, entitled

ROVA RESTAURANT DEMOLITION

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: _____
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Sava Mladenovic
(Print or Type)

TITLE: President

This Bid Packet has been Sworn and Subscribed before me this

7th Day of September, 20 22

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

(Notary Public Signature)

My Commission Expires

LISA LEVICH
Notary Public, State of New Jersey
Comm. # 0050044133
My Commission Expires 08/17/2026

EXHIBIT I - INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2022

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 Prof. Risk Planners, Inc. 670 Old Willets Path Suite A Hauppauge NY 11788-	CONTACT NAME: DONA LICAUSI	
	PHONE (A/C, No, Ext): (631)360-8800 FAX (A/C, No): (631)360-8875 E-MAIL ADDRESS: DLICAUSI@PRORISKPLAN.COM	
INSURED Two Brothers Contracting Inc. 11 Vreeland Avenue Totowa NJ 07512-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Co.	22292
	INSURER B: Nautilus Insurance Company	17370
	INSURER C: Standard Security Life	69078
	INSURER D: Zurich American Ins Co	16535
	INSURER E: INSURER F:	

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 INSR	SUBR WMT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ECP2036530-10	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
D	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPL0126140-05	01/01/2022	01/01/2023	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000
	<input checked="" type="checkbox"/> ASBESTOS/LEAD/POLLUT						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						POLLUTION \$ 5,000,000
D	<input type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP0126154-05	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> MCS-90	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	FFX2036533-10	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 5,000,000
	RETENTION:						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	WC0126155-05	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	<input type="checkbox"/> DISABILITY			R23637-001-	01/01/2022	12/31/2022	STATUTORY LIMITS
A	<input type="checkbox"/> INLAND MARINE			IHY-H460433-00-	07/03/2022	07/03/2023	VARIOUS LIMITS

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

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION AI 052159 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

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APPENDIX A

MANDATORY AFFIRMATIVE ACTION LANGUAGE **FOR GOODS AND SERVICES CONTRACTS**

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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 expressions, the Contractor or Subcontractor 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, gender identity or expression, the disability, nationality 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 or Subcontractor 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 place 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 expressions, disability, nationality, or sex.

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 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.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, ancestry, creed, national origin, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et. seq.

Certification 30242

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-Feb-2022** to **15-Feb-2029**

TWO BROTHERS CONTRACTING, INC.
11 VREELAND AVENUE
TOTOWA NJ 07512



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

APPENDIX B

MANDATORY AFFIRMATIVE ACTION LANGUAGE **FOR CONSTRUCTION CONTRACTS**

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

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

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

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

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

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its 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.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF PUBLIC SAFETY & OCCUPATIONAL SAFETY & HEALTH
ASBESTOS CONTROL & LICENSING SECTION



Asbestos License

License Number: 00494

THIS LICENSE has been issued in accordance with and is subject to the provisions of the Asbestos Control and Licensing Act, N.J.S.A. 34:5A - 32 et seq.

Employer: Two Brothers Contracting, Inc.

Address: 11 Vreeland Ave
Totowa, NJ 07512-1120

Responsible Individual: Sava Mladenovic

Type: Type "A" LICENSE to perform any type of asbestos work

This license is VALID ONLY FOR THE EMPLOYER NAMED HEREIN and must be readily available at the work site for inspections by the Commissioners of Labor and Workforce Development and Health & Senior Services and the contracting agency.

Issue Date: 04/10/2018
Expiration Date: 04/11/2023

A handwritten signature in cursive script, appearing to read "M. Angelo".

Commissioner

BID PACKET

FOR:

ROVA RESTAURANT DEMOLITION

TOWNSHIP OF JACKSON

BY:

AB KURRE CONTRACTING INC

(Bidder Name)

974 ROUTE 33

FREEHOLD, NJ 07728

(Bidder Address)

732-571-6800

(Bidder Phone Number)

732-558-7688

(Bidder Alternative Phone Number)

732-571-9300

(Bidder Fax Number)

22-2980301

(Bidder Federal I.D. # or S.S. #)

ALLEN@ABCONTRACTING.COM

(Bidder Email Address)

ALLEN KURRE

(Name of Bidder's Authorized Representative)

TO:

**TOWNSHIP OF JACKSON
95 WEST VETERANS HWY,
JACKSON, NJ 08527**

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

ROVA RESTAURANT DEMOLITION

AB KURRE CONTRACTING, Inc

(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

<u>DESCRIPTION OF DOCUMENT</u>	<u>BIDDER'S INITIALS</u>
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>AK</u>
2. BID PROPOSAL	<u>AK</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1.2 & 3</u>	<u>AK</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>AK</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>AK</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>AK</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>AK</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>AK</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>AK</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>AK</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>AK</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>AK</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>AK</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>AK</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>AK</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>AK</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>AK</u>
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>AK</u>
19. W9 Form	<u>AK</u>

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A.B Kurre Contracting, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 974 Route 33	Requester's name and address (optional)
6 City, state, and ZIP code Freehold, NJ 07728	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
2	2		-	2	9	8	0	3	0	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>9/6/22</u>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

BID PROPOSAL

ROVA RESTAURANT DEMOLITION

AB KURRE CONTRACTING INC

(Bidder Name)

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	11,200 -	11200 -
2	MOBILIZATION	LS	1	35000 -	35000 -
3	STRUCTURE DEMOLITION	LS	1	113000 -	113000 -
4	ASBESTOS ABATEMENT	LS	1	90650 -	90650 -
5	GENERAL CONSTRUCTION ALLOWANCE	DOLLARS	1	\$20,000.00	\$20,000.00

TOTAL BID AMOUNT (Items 1 through 5):

309950 -

WRITE TOTAL BID AMOUNT (Items 1 through 5):

*THREE HUNDRED NINE THOUSAND
NINE HUNDRED FIFTY DOLLARS*

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

AK

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

ROVA RESTAURANT DEMOLITION

AB KURRE CONTRACTING INC

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____

No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:

AK

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

ROVA RESTAURANT DEMOLITION

A B KURRE CONTRACTING INC

(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: A. B. KURRE CONTRACTING, INC.

Trade Name:

Address: 26 BRADLEY AVENUE
OCEANPORT, NJ 07757-1358

Certificate Number: 0551385

Effective Date: May 11, 1990

Date of Issuance: April 04, 2007

For Office Use Only:

20070404153944514

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

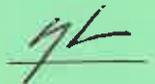
ROVA RESTAURANT DEMOLITION

AB KURR Contracting Inc

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:





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:

A. B. Kurre Contracting Inc
2020

Responsible Representative(s):

Allen Kurre, President

Handwritten signature of Robert Asaro-Angelo in black ink.

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

NON TRANSFERABLE

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

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

AB KURBE CONTRACTING INC

(Bidder Name)

PART I - Please check the appropriate box below:

- Sole Partnership (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For Profit Corporation (any type)
- Limited Liability Company (LLC)
- Other (be specific): _____
- Partnership
- Limited Partnership
- Limited Liability Partnership

PART II - Please check the appropriate box below:

- The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) 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 percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY

ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY

1.

ALLEN KURBE 100% 974 Rt 33 FRENCH HOD. N.J

2.

3.

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

AB KURRE CONTRACTING INC
(Bidder Name)

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

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) 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 percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

WEBSITE (<i>URL</i>) CONTAINING THE LAST ANNUAL SEC (<i>OR FOREIGN EQUIVALENT</i>) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) 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 percent (10%) ownership criteria established to N.J.S.A. 52:25-24.1 has been listed. **Attach additional sheets if more space is needed.**

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

AB KURRIG CONTRACTING INC

(Bidder Name)

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; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer 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 Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ALLEN KURRIG Title: Pres

Signature:  Date: Sept 6 2022

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

AB KURRE CONTRACTING INC

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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

- OR -



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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

A B KURRE CONTRACTING INC

(Bidder Name)

PART III - Certification:

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

BY:

AK

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

ALLEN KURRE

(Print or Type)

TITLE:

PRESIDENT

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

ROVA RESTAURANT DEMOLITION

AB KURR & CONTRACTING INC

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:



BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, A B KURRE CONTRACTING, INC.
(Bidder Name)

located at 974 Route 33, Freehold, NJ 07728, (hereinafter called the "Principal"), and
(Bidder Address)

Selective Insurance Company of America, located at
(Surety Name)

40 Wantage Avenue, Branchville, NJ 07890, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto TOWNSHIP OF JACKSON, as Owner, in the penal sum of
95 West Veterans Highway, Jackson, NJ 08527

Ten Percent (10%) of amount bid not to exceed \$20,000.00 (\$XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROVA RESTAURANT DEMOLITION

NOW, THEREFORE, If said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 7th of the month of
(Date)

September in the year of 20 22
(Month) (Year)

BY: Selective Insurance Company of America
(Surety Authorized Representative Signature)

NAME: Dawn M. Jones
(Print or Type)

TITLE: Attorney-in-Fact

CORPORATE SEAL:
A B KURRE CONTRACTING, INC.

BY: [Signature]

NAME: ALLEN KURRE

TITLE: PRESIDENT

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The _____ Selective Insurance Company of America _____ located at
(Surety Name)

40 Wantage Avenue, Branchville, NJ 07890 _____, a corporation organized under the laws of the State of
(Surety Address)

New Jersey _____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

ROVA RESTAURANT DEMOLITION

_____, located in the

TOWNSHIP OF JACKSON

_____, is awarded to **A B KURRE CONTRACTING, INC.** _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ 309,950.00 _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____, 7th _____ of _____ September _____, 20 _____ 22 _____
(Date) (Month) (Year)

Selective Insurance Company of America

BY:



(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Dawn M. Jones

(Print or Type)

TITLE:

Attorney-in-Fact

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, 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 the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2020, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$739,405,656	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

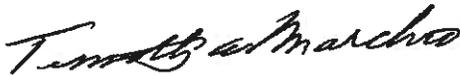
<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$73,941,000	July 1, 2021

(4) The amount of the bond to which this statement and certification is attached is \$ Ten Percent (10%) of amount bid not to exceed \$20,000.00

CERTIFICATE

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

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, 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 of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: September 7, 2022
(month, day, year)

SELECTIVE INSURANCESM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

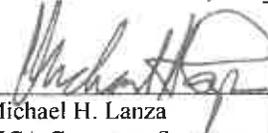
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	458,257
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

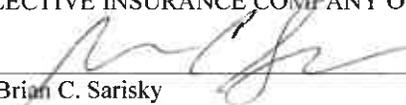
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **JEANNE PRIMAVERA, DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS** for bid bonds, consent of surety and bid guarantees only.

Signed this 10 day of JUNE, 2022,

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Corporate Secretary

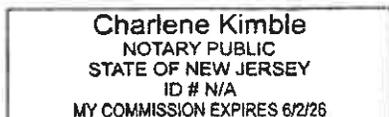


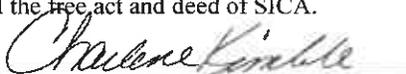
STATE OF NEW JERSEY :

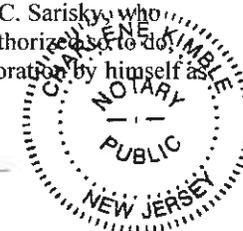
:ss. Branchville

COUNTY OF SUSSEX

On this 10 day of JUNE, 2022, before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



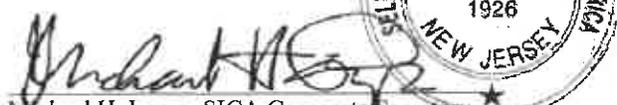
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 7th day of September, 2022.


Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY



PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF INSURANCE
OFFICE OF SOLVENCY REGULATION
PO BOX 325
TRENTON, NJ 08625-0325

MARLENE CARIDE
Commissioner

TEL (609) 292-7272
FAX (609) 292-6765

CERTIFICATE OF COMPLIANCE

December 31, 2021

I, Marlene Caride, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **SELECTIVE INSURANCE COMPANY OF AMERICA**, Branchville, New Jersey, is a Corporation organized under the laws of the State of New Jersey on December 22, 1925 and commenced business in this State on April 26, 1926. The Company changed its name from Selected Risks Insurance Company to Selective Insurance Company of America effective December 6, 1985;
2. The home office of said Company is located at 40 Wantage Avenue, Branchville, New Jersey 07890, and the name of the agent therein and in charge thereof upon whom process may be served against said Corporation is Michael H. Lanza;
3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraphs "a", "b", "e", "f", "g", "j", "k", "l", "m", "n" and "o" of N.J.S.A. 17:17-1, and is also authorized to transact the business of "**Health Insurance**" being the kind of insurance specified in N.J.S.A. 17B:17-4, certified copies of the relevant section of the statutes is attached for your information. The Company's authority granted under paragraph "o" is further delineated in its Certificate of Authority as follows:

AGAINST all physical loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured;

AGAINST the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss;

LOSS or damage to property by epidemic;

AGAINST loss or damage to property by power failure or mechanical breakdown;

INSURANCE against loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

ENGINE breakdown;

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LOSS or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

LIMITED to the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving Nuclear Fuel Exposures;

ECONOMIC Security; and

ALL other liability not covered under paragraph 'e' including voluntary assumed liability;

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;
5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as Fidelity and Surety;
6. As reported in its sworn Annual Statement as at December 31, 2020 the Company had a Common Capital Stock of \$4,400,000; a Gross Paid In and Contributed Surplus of \$160,813,867; an Unassigned Funds (Surplus) of \$574,191,789 or a total Surplus as Regards Policyholders of \$739,405,656.

I further certify that the **SELECTIVE INSURANCE COMPANY OF AMERICA** is not precluded by its charter or the laws of this State from engaging in the classes of business stated above in states other than New Jersey, upon compliance with the laws of such other states.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official Seal, at Trenton,
the day and year first above written.


Commissioner of Banking and Insurance

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, _____
(Bidder Name)

located at _____, (hereinafter called the "Principal"), and
(Bidder Address)

_____, located at
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of

_____ (\$ _____)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROVA RESTAURANT DEMOLITION

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____
(Date)

_____ in the year of 20 _____
(Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

*Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.*

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

ROVA RESTAURANT DEMOLITION

_____ located in the

TOWNSHIP OF JACKSON

_____, is awarded to _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____.
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, ALLEN KURZE, residing in FRISEHOLD
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of MONMOUTH and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am PRESIDENT of the firm of AB KURZE CONTRACTING INC
(Bidder's Authorized Representative Title) (Bidder's Name)

_____ , the Bidder making this Bid Proposal for the Bid Packet entitled,

ROYA RESTAURANT DEMOLITION

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

AB KURZE CONTRACTING INC
(Bidder's Name)

BY:

ALLEN KURZE
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

ALLEN KURZE
(Print or Type)

TITLE:

PRESIDENT

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

ROYA RESTAURANT DEMOLITION

AB KURR CONTRACTING INC

(Bidder Name)

PART I - Please check the appropriate box below:

- A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - *ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

[Handwritten Signature]

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

AB Ruelle Contracting Inc

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: <u>NONE</u> Address: _____ License No.: _____ Expiration: _____
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: <u>NONE</u> Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: <u>NONE</u> Address: _____ License No.: _____ Expiration: _____
4. Structural steel and ornamental iron work	Name: <u>NONE</u> Address: _____ License No.: _____ Expiration: _____
5. Other	Name: <u>EPC TECHNOLOGIES, INC</u> Address: <u>76 BUNTING RD COOKSTOWN, NJ 07001</u> License No.: <u>00394</u> Expiration: <u>2/12/23</u> <u>ASBESTOS REMOVAL</u>

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

AB KURRLE CONTRACTING INC

(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

a.) Evidence of Business Registration Certificate for all Subcontractors listed;

- AND -

b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EPC TECHNOLOGIES INC.
Trade Name:
Address: 30 BROWN LANE
NEW EGYPT, NJ 08533-1306
Certificate Number: 0561824
Effective Date: May 15, 1990
Date of Issuance: September 06, 2022

For Office Use Only:

20220906150749998

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF PUBLIC SAFETY & OCCUPATIONAL SAFETY & HEALTH
ASBESTOS CONTROL & LICENSING SECTION



Asbestos License

License Number: 00394

THIS LICENSE has been issued in accordance with and is subject to the provisions of the Asbestos Control and Licensing Act, N.J.S.A. 34:5A - 32 et seq.

Employer: EPC Technologies Inc

Address: 76 Bunting Bridge Rd
Cookstown, NJ 08511-1105

Responsible Individual: Steven Schenker

Type: Type "A" LICENSE to perform any type of asbestos work

This license is VALID ONLY FOR THE EMPLOYER NAMED HEREIN and must be readily available at the work site for inspections by the Commissioners of Labor and Workforce Development and Health & Senior Services and the contracting agency.

Issue Date: 02/11/2019
Expiration Date: 02/12/2023


Commissioner

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

ROVA RESTAURANT DEMOLITION

AB Kurros Contracting Inc

(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION**.

The above named Bidder, located at

974 - RT 33 FREEHOLD NJ 07728

(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the **PREVAILING WAGE COMPLIANCE DECLARATION**:

JK

BIDDER'S ACKNOWLEDGEMENT

ROVA RESTAURANT DEMOLITION

AB KURBE CONTRACTING INC

(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

ROVA RESTAURANT DEMOLITION

AB KURRE CONTRACTING INC

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this
BIDDER'S ACKNOWLEDGEMENT:

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

ALLEN KURRE

(Print or Type)

TITLE:

PRESIDENT

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

ROVA RESTAURANT DEMOLITION

ALLEN AB KINES CONTRACTING INC

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:



STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ROVA RESTAURANT DEMOLITION

ALLEN AB KUREK CONTRACTING INC
(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

- 1.) Date of Incorporation or Formation of bidding entity: MAY 11 1990
- 2.) State of Incorporation or Formation of bidding entity: NJ
- 3.) Number of years engaged in the contracting business under your present firm or trading name: 32
- 4.) General character of work performed by company: _____
- 5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.
no
- 6.) Have you ever defaulted on a contract? If so, please explain the circumstances.
no
- 7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?
No
- 8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.
No
- 9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

ROVA RESTAURANT DEMOLITION

AB Kuro Contracting Inc

(Bidder Name)

10.) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required by the proper agency?

Yes

11.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

PROJECT NAME & ADDRESS	PROJECT OWNER	PROJECT ENGINEER	PHONE NUMBER(S) & EMAIL ADDRESS(ES)
National Trailer RT 130 Sprounwick NJ	Don	Ken	(732) 987-9170
Colts Neck Municipal building Colts Neck NJ	Yonkers Hall	Schlutman Lehr	den@greathorizonconstruction.com Chell@hallbuilding.com
Highlands Municipal building Highlands NJ	Paul Keppe	Settembrino	(732) 380-7045 Phil@keppeincorp.com
Toll Brothers Multiple locations Throughout NJ	Jim Holtz	GSE	(204) 572-8417 JHoltz@tollbrothers.com
Amazon Facility Ocean NJ	Ryan Kronich	Maser	(914) 244-9100 r.kronich@schimmert.com

STATEMENT OF EXPERIENCE AND QUALIFICATIONS
(CONTINUED)

~~ATTEN~~ AB KURDE CONTACTING INC

(Bidder Name)

12.) Please provide the following information about all of your projects which are currently under construction:

PROJECT NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	GROSS CONTRACT	ANTICIPATED COMPLETION DATE
Colts Neck Municipal building Colts Neck NJ	Clint Hall (732) 433-2029	845,777.40	11/22
Highlands Municipal building Highlands NJ	Phil Kopp (732) 539-6049	727,214.02	6/23
Kilian mid rise 158 first ave Atlantic Highlands NJ	Terry Kilian (732) 859-9389	300,000	9/23
Amazon Facility Ocean NJ	Ryan Kronien 914-244-9100	1,330,926.16	8/22

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

ROVA RESTAURANT DEMOLITION

A. B. Kurse Contracting Inc

(Bidder Name)

13.) Please provide the following information regarding major contracts completed by your firm within the last three (3) years:

PROJECT NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	CONSTRUCTION COSTS			COMPLETION DATE
		ORIGINAL COST	CHANGE ORDERS	FINAL COST	
Holmdel Setz School Holmdel NJ	M+M Contracting Joe Mauti 908 354 2590	1,050,000	265,803.52	1,315,803.52	10/20
National Trailer Sbrunswick New Jersey	Green Horizon Don Yankers (732) 604-9996	1,318,030.20	26,903.60	1,344,933.80	3/20
Novison Howell NJ	Green Horizon Don Yankers (732) 604-9996	764,017.50		764,017.50	4/21
Deep cut gardens Middleton NJ	Mauley-Coast Dixsmatt Mauley (732) 778 8371	160,855.00	9155.72	170,010.72	8/20
Oxycosis School Stafford NJ	Wallace Contracting Steve Wallace (732) 295-9340	170,140.00	139,159.97	309,299.97	6/22

By initialing here, the Bidder hereby represents and warrants that the information provided in this STATEMENT OF EXPERIENCE AND QUALIFICATIONS is complete and accurate:

JK

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

SS.

I, ALLEN KURELS, residing in FREEHOLD
(Authorized Representative Name) (Municipality Name)

In the County of MONMOUTH and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am PRESIDENT of the firm of AB KURELS CONTRACTING LLC
(Authorized Representative Title) (Bidder Name)

the Bidder submitting this Bid Packet for the Project, entitled

ROYA RESTAURANT DEMOLITION

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: [Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: ALLEN KURELS
(Print or Type)

TITLE: PRESIDENT

This Bid Packet has been Sworn and Subscribed before me this
7th Day of SEPTEMBER, 20 22

NOTARY PUBLIC SEAL:

NOTARY PUBLIC
[Signature]
(Notary Public Signature)

CARL J GALLINA
(Print or Type Name)

My Commission Expires FEB 10, 2027

CARL J GALLINA
Notary Public, State of New Jersey
My Commission Expires Feb 10, 2027

CONTRACT

THIS AGREEMENT made on the _____ of _____ 20, _____ by and between
(Day) (Month) (Year)

TOWNSHIP OF JACKSON

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)

- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance of the Contract and, b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
- IX. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- X. P.L.2017, c.317.** P.L. 2017, c.317 establishes standardized changed conditions clauses for construction contracts, is hereby expressly incorporated into these Contract Documents and attached hereto as **EXHIBIT IV**. In the event any of the provisions in these Contract Documents conflict with the provisions of P.L. 2017, c.317, the provisions of the P.L. 2017, c.317 shall govern.
- XI. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

CORPORATE SEAL:

BY: _____
(Authorized Representative's Signature)

NAME: _____

TITLE: _____

Contractor's Authorized Representative

CORPORATE SEAL:

BY: _____
(Authorized Representative's Signature)

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I - INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)

located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)

_____ , located at
(Surety Name)

_____ (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto **TOWNSHIP OF JACKSON** , as Owner, in the penal sum of

_____ (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____
(Date)

of the month of _____ in the year of 20 _____ , enter into a Contract with
(Month) (Year)

TOWNSHIP OF JACKSON , County of **Ocean** , State of

, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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 subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)

located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)

_____, located at _____,
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of

_____ (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____

_____ (Date)
of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
TOWNSHIP OF JACKSON, County of **Ocean**, State of

_____, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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 subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT IV - P.L. 2017, c. 317

Pursuant to section **X. P.L. 2017, c. 317** of the Contract Forms, the following language is hereby incorporated and made a part of the Contract Documents in accordance S-3409, which Senate passed recently and is effective as of January 15th, 2018:

1. All Construction Contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L. 2017, c.317 shall include the changed conditions contract provisions set forth in this Section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.
 - A. A Contract subject to this section shall include the following differing site conditions provisions:
 - (1) If the Contractor encounters differing site conditions during the progress of the Work of the Contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
 - (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (3) If the contracting unit determines different site conditions that may result in additional costs or delays exists, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (4) (a) If the contracting unit's investigation and directions increase the Contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If both Parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
 - (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
 - (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
 - B. A Contract subject to this section shall include the following suspension of work provisions:
 - (1) The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.
 - (2) If the performance of all or any portion of the Work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information

may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds sixty (60) days, upon seven days' written notice, the Contractor shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

- (3) Upon receipt of the Contractor's suspension of Work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (4) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the Contract Work and shall be entitled to pursue a suspension of Work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

C. A Contract subject to this section shall include the following change in character of Work provisions:

- (1) If the Contractor believes that a change directive by the contracting unit results in a material change to the Contract Work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all Work on the Project that is not the subject of the notice.
- (2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Contract Work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, delays or shortens the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.

D. A Contract subject to this section shall include the following change in quantity provisions:

- (1) The contracting unit may increase or decrease the quantity of the Work to be performed by the Contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by twenty percent (20%) or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity. (b) If the quantity of a pay item is increased or decreased by more than twenty percent (20%) from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent (120%) of the bid proposal quantity. If a mutual

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

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

APPENDIX A

MANDATORY AFFIRMATIVE ACTION LANGUAGE **FOR GOODS AND SERVICES CONTRACTS**

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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 expressions, the Contractor or Subcontractor 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, gender identity or expression, the disability, nationality 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 or Subcontractor 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 place 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 expressions, disability, nationality, or sex.

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 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.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, ancestry, creed, national origin, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302** (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to [N.J.A.C. 17:27-1.1 et. seq.](#)

APPENDIX B

MANDATORY AFFIRMATIVE ACTION LANGUAGE **FOR CONSTRUCTION CONTRACTS**

(Pursuant to N.J.S.A. 34:11-56,25 et seq.)

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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

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

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

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

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

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its 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.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (*the "Act"*) (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

BID PACKET

FOR:

ROVA RESTAURANT DEMOLITION

TOWNSHIP OF JACKSON

BY:

BRENNAN BROS CONT LLC

(Bidder Name)

28 Maple St

Old Bridge NJ 08857

(Bidder Address)

732 360 9990

(Bidder Phone Number)

(Bidder Alternative Phone Number)

732 360 0806

(Bidder Fax Number)

223652524

(Bidder Federal I.D. # or S.S. #)

(Bidder Email Address)

M-E BRENNAN

(Name of Bidder's Authorized Representative)

TO:

**TOWNSHIP OF JACKSON
95 WEST VETERANS HWY,
JACKSON, NJ 08527**

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

ROVA RESTAURANT DEMOLITION

BRENNAN BEOS C.T.

(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

<u>DESCRIPTION OF DOCUMENT</u>	<u>BIDDER'S INITIALS</u>
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>MB</u>
2. BID PROPOSAL	<u>MB</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c. 1, 2 & 3</u>	<u>MB</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>MB</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>MB</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>MB</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>MB</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>MB</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>MB</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>MB</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>MB</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>MB</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>MB</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>MB</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>MB</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>MB</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>MB</u>
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>MB</u>
19. W9 Form	<u>MB</u>

BID PROPOSAL

ROVA RESTAURANT DEMOLITION

Brennan Bros Cont.

(Bidder Name)

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	5000	5000
2	MOBILIZATION	LS	1	15000	15000
3	STRUCTURE DEMOLITION	LS	1	204000	204000
4	ASBESTOS ABATEMENT	LS	1	130000	130000
5	GENERAL CONSTRUCTION ALLOWANCE	DOLLARS	1	\$20,000.00	\$20,000.00

TOTAL BID AMOUNT (Items 1 through 5): 374 000⁰⁰

WRITE TOTAL BID AMOUNT (Items 1 through 5): Three Hundred Seventy four Thousand
Dollars and zero cent

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

AB

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

ROVA RESTAURANT DEMOLITION

BRENNAN BROS INC.

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	<u> / / </u>	_____	_____
_____	<u> / / </u>	_____	_____
_____	<u> / / </u>	_____	_____
_____	<u> / / </u>	_____	_____
_____	<u> / / </u>	_____	_____

No Addendum received:

MB

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:

MB

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

ROVA RESTAURANT DEMOLITION

BRENNAN BROS. CNT.

(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A. 54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE**:

MS

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

ROVA RESTAURANT DEMOLITION

BRENNAN Bros Corp

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

NB

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

BRENNAN BOSS Corp. LLC
(Bidder Name)

PART I - Please check the appropriate box below:

- | | |
|---|--|
| <input type="checkbox"/> Sole Partnership (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> For Profit Corporation (any type) | <input type="checkbox"/> Limited Liability Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company (LLC) | |
| <input type="checkbox"/> Other (be specific): _____ | |

PART II - Please check the appropriate box below:



The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) 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 percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

**FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY**

**ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY**

1.

Mr Brennan

28 maple st

Old Bridge NJ 08857

2.

3.

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

BRENNAN BROS CONT

(Bidder Name)

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

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) 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 percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S
N/A	

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) 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 percent (10%) ownership criteria established to N.J.S.A. 52:25-24.1 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND
CORRESPONDING ENTITY LISTED IN PART II

HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS
ADDRESS

None

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

BRENNAN Bros. Co.

(Bidder Name)

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; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer 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 Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Mike Brennan

Title:

Owner

Signature:

Date:

9/6/22

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

BRENNAN BROS. Co., Inc.

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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

- OR -



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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

BRENAN Bros Corp.

(Bidder Name)

PART III - Certification:

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

BY:


(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

MIKE BRENNAN

(Print or Type)

TITLE:

owner

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

ROYA RESTAURANT DEMOLITION

BRENNAN BROS. Corp.

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

- Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

- Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

MB

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, _____
(Bidder Name)

located at _____, (hereinafter called the "Principal"), and
(Bidder Address)

_____, located at _____
"SEE ATTACHED"
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of

(\$ _____)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROYA RESTAURANT DEMOLITION

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; **OR** (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____

_____ in the year of 20 _____
(Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.

The _____ "SEE ATTACHED" located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

ROVA RESTAURANT DEMOLITION, located in the

TOWNSHIP OF JACKSON is awarded to _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, MICHAEL BRENNAN, residing in OLD BRIDGE
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of MIDDLESEX and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am OWNER of the firm of BRENNAN BROS. CO., INC.
(Bidder's Authorized Representative Title) (Bidder's Name)

the Bidder making this Bid Proposal for the Bid Packet entitled,

NOVA RESTAURANT DEMOLITION

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

BRENNAN BROS. CO., INC.
(Bidder's Name)

BY:


(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

MICHAEL BRENNAN
(Print or Type)

TITLE:

OWNER

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

ROVA RESTAURANT DEMOLITION

BRENNAN Bros Cont.
(Bidder Name)

PART I - Please check the appropriate box below:

A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - *ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

MB

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

BRENNAN BROS CONT.
(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

- | | |
|---|---|
| 1. Plumbing and gas fitting and all kindred work | Name: _____ |
| | Address: <u>NONE</u> |
| | License No.: _____ Expiration: _____ |
| 2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work | Name: _____ |
| | Address: <u>NONE</u> |
| | License No.: _____ Expiration: _____ |
| 3. Electrical work | Name: _____ |
| | Address: <u>NONE</u> |
| | License No.: _____ Expiration: _____ |
| 4. Structural steel and ornamental iron work | Name: _____ |
| | Address: <u>NONE</u> |
| | License No.: _____ Expiration: _____ |
| 5. Other | Name: <u>FRENCO</u> |
| | Address: <u>PO Box 329 W. Berlin NJ 08091</u> |
| | License No.: <u>00727</u> Expiration: _____ |

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

BRENNAN BROS CONT.

(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

- AND -

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

MB

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

ROVA RESTAURANT DEMOLITION

BRENNAN BEOS CONT.
(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION**.

The above named Bidder, located at 28 MAPLE ST OLD BRIDGE NJ,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the **PREVAILING WAGE COMPLIANCE DECLARATION:**

MB

BIDDER'S ACKNOWLEDGEMENT

ROVA RESTAURANT DEMOLITION

BRENNAN BROS CONT.
(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

ROVA RESTAURANT DEMOLITION

BRENNAN BOSS CO. INC.
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY: _____

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____

Mrs BRENNAN
(Print or Type)

TITLE: _____

OWNER

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

ROVA RESTAURANT DEMOLITION

BRENNER BROS. CO.

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:

MB

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ROVA RESTAURANT DEMOLITION

BRENNAN BROS CONT.
(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

- 1.) Date of Incorporation or Formation of bidding entity: 98
- 2.) State of Incorporation or Formation of bidding entity: NS
- 3.) Number of years engaged in the contracting business under your present firm or trading name: 20+
- 4.) General character of work performed by company: GENERAL CONT.
- 5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

No

- 6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

No

- 7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

NO

- 8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

NO

- 9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

yes

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF MOOREHEAD

SS.

I, Mrs. BRENNAN, residing in Old Bridge
(Authorized Representative Name) (Municipality Name)

In the County of MOOREHEAD and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am OWNER of the firm of BRENNAN BROS CO. INC.
(Authorized Representative Title) (Bidder Name)

_____ , the Bidder submitting this Bid Packet for the Project, entitled
ROVA RESTAURANT DEMOLITION

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: [Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Mrs. BRENNAN
(Print or Type)

TITLE: OWNER

This Bid Packet has been Sworn and Subscribed before me this

6 Day of Sept, 20 22

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

[Signature]
(Notary Public Signature)

Margaret R. Pascale
(Print or Type Name)

My Commission Expires 12/31/25
MARGARET R PASCALE
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50029220
MY COMMISSION EXPIRES DEC. 30, 2025

CONTRACT

THIS AGREEMENT made on the _____ of _____, 20, _____ by and between
(Day) (Month) (Year)

TOWNSHIP OF JACKSON

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions,*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)

- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: *a.*) result from or are alleged to result from or arise out of the performance of the Contract and, *b.*) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
- IX. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- X. P.L. 2017, c.317.** P.L. 2017, c.317 establishes standardized changed conditions clauses for construction contracts, is hereby expressly incorporated into these Contract Documents and attached hereto as **EXHIBIT IV**. In the event any of the provisions in these Contract Documents conflict with the provisions of P.L. 2017, c.317, the provisions of the P.L. 2017, c.317 shall govern.
- XI. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

CORPORATE SEAL:

BY: _____
(Authorized Representative's Signature)

NAME: _____

TITLE: _____

Contractor's Authorized Representative

CORPORATE SEAL:

BY: _____
(Authorized Representative's Signature)

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I - INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(Contractor's Name)
located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of

(\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____
(Date)
of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
TOWNSHIP OF JACKSON, County of **Ocean**, State of _____,
which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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 subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)
located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of

(100% of Contract Sum [in words]) (\$ _____) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____

(Date)
of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
TOWNSHIP OF JACKSON, County of **Ocean**, State of _____,
which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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 subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____

(Date)
of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT IV - P.L. 2017, c. 317

Pursuant to section X. P.L. 2017, c. 317 of the Contract Forms, the following language is hereby incorporated and made a part of the Contract Documents in accordance S-3409, which Senate passed recently and is effective as of January 15th, 2018:

1. All Construction Contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L. 2017, c.317 shall include the changed conditions contract provisions set forth in this Section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.
 - A. A Contract subject to this section shall include the following differing site conditions provisions:
 - (1) If the Contractor encounters differing site conditions during the progress of the Work of the Contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
 - (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (3) If the contracting unit determines different site conditions that may result in additional costs or delays exists, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (4) (a) If the contracting unit's investigation and directions increase the Contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If both Parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
 - (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
 - (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
 - B. A Contract subject to this section shall include the following suspension of work provisions:
 - (1) The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.
 - (2) If the performance of all or any portion of the Work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information

may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds sixty (60) days, upon seven days' written notice, the Contractor shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

- (3) Upon receipt of the Contractor's suspension of Work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
 - (4) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the Contract Work and shall be entitled to pursue a suspension of Work claim against the contracting unit for additional compensation or time attributable to the suspension.
 - (5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.
- C. A Contract subject to this section shall include the following change in character of Work provisions:
- (1) If the Contractor believes that a change directive by the contracting unit results in a material change to the Contract Work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all Work on the Project that is not the subject of the notice.
 - (2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
 - (3) (a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Contract Work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
 - (4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, delays or shortens the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.
- D. A Contract subject to this section shall include the following change in quantity provisions:
- (1) The contracting unit may increase or decrease the quantity of the Work to be performed by the Contractor.
 - (2) (a) If the quantity of a pay item is cumulatively increased or decreased by twenty percent (20%) or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity. (b) If the quantity of a pay item is increased or decreased by more than twenty percent (20%) from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
 - (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
 - (4) (a) For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent (120%) of the bid proposal quantity. If a mutual

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

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

APPENDIX A

MANDATORY AFFIRMATIVE ACTION LANGUAGE ***FOR GOODS AND SERVICES CONTRACTS***

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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 expressions, the Contractor or Subcontractor 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, gender identity or expression, the disability, nationality 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 or Subcontractor 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 place 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 expressions, disability, nationality, or sex.

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 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.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, ancestry, creed, national origin, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302** (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et. seq.

APPENDIX B

MANDATORY AFFIRMATIVE ACTION LANGUAGE ***FOR CONSTRUCTION CONTRACTS***

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

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

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

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

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

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its 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.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Certificate Number
655 158

Registration Date: 08/30/2021
Expiration Date: 08/29/2023



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:

Brennan Bros Contracting, LLC
2021

Responsible Representative(s):
Michael Brennan, Owner

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

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

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

NON TRANSFERABLE

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

BRENNAN BROS CONTRACTING LLC
Mike Brennan
28 Maple St
Old Bridge NJ 08857

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
BRENNAN BROS CONTRACTING LLC
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

03/01/2022 TO 03/31/2023

VALID

SIGNATURE

13VH11790400

License/Registration/Certificate #

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

03/01/2022 TO 03/31/2023

VALID

13VH11790400

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE

BRENNAN BROS CONTRACTING LLC

EXPIRATION DATE 2023

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 11790400 . 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.

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

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.

Certification 39642

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 **15-APR-2021** approval will remain in effect for the period of **15-APR-2021** to

BRENNAN BROS CONTRACTING LLC.
28 MAPLE STREET
OLD BRIDGE NJ 08857



Elizabeth Maher Nucio
ELIZABETH MAHER NUICIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BRENNAN BROS CONTRACTING LLC
Trade Name:	
Address:	ONE BURR AVENUE MORGANVILLE, NJ 07751-1207
Certificate Number:	1284654
Effective Date:	December 06, 2006
Date of Issuance:	September 11, 2018

For Office Use Only:
20180911100400875

22-3652524

JOB NAME	Bonded Y / N	Material	Completed
<u>Beachwood Water Main Extension - Barnegat Blvd</u> Borough of Beachwood 1600 Pinewald Road, Beachwood, NJ 08722 <i>Contact: Jason A. Worth, P.E., P.P., C.M.E</i> <i>Contact Number: (732) 473-3400</i>	Yes	8" C900	2013
Contract Value			
\$96,687.02			
<u>Owens Road - Office Park (Complete Site)</u> Downey General Contracting Jernee Mill Road, Sayreville, NJ 08872	NO	8" DIP	2013
Contract Value			
\$310,000.00			
<u>M&R Warehousing</u> Tom Regan Rossum Hollow Road, Monroe, NJ	NO	8" DIP	2012
<u>Lennecke Lane Drainage Improvements</u> Township of East Brunswick 1 Jean Walling Civic Center Drive, East Brunswick, NJ <i>Contact: Keith Kipp</i> <i>Contact Number: (732) 501-4755</i>	Yes	24" RCP 9" DIP	2012
Contract Value			
\$138,408.00			
<u>2013 Drainage Easement Improvements</u> Township of Little Egg Harbor 665 Radio Road, Little Egg Harbor, NJ <i>Contact: Jason A. Worth, P.E., P.P., C.M.E</i> <i>Contact Number: (732) 473-3400</i>	Yes	15" HDPE	2014
Contract Value			
\$99,873.00			
<u>Streetscape, Phase 8</u> Borough of Jamesburg 131 Perrineville Road, Jamesburg NJ 08831 <i>Contact: George Allan</i> <i>Contact Number: (609) 680-8820</i>	Yes	Concrete, Pavers, Street Light	2013
Contract Value			
\$59,660			

Bonded.

Glenn Avenue Road Improvement Project

Borough of Glen Gardner

83 Main Street, Glen Gardner, NJ

Contact: Ian L. Hill, P.E.

Contact Number: (908) 735-9500

Yes

15" & 18" RCP

2014

Contract Value

\$239,867.00

Horseshoe Bend Road Improvement Project

Borough of Frenchtown

29 Second Street, Frenchtown, NJ 08825

Contact: Ian L. Hill, P.E.

Contact Number: (908) 735-9500

Yes

RCP, Asphalt

2014

Contract Value

\$207,535.00

Construction of Skillman Park

County of Somerset

20 Grove Street, Somerville, NJ 08876

Contact: Ed Shernius

Contact Number: (908) 231-7024

Yes

Asphalt,
Culvert

2016

Contract Value

\$1,869,231.00

Foerter Farm Remediation

East Brunswick Township

1 Jean Walling Civic Center Dr, East Brunswick, NJ 08816

Contact: Keith Kipp

Contact Number: (732) 390-6850

Yes

Soil
Remediation

2015

Contract Value

\$129,830.00

Stream Cleaning & De-Snagging

Marlboro Township

1979 Township Drive, Marlboro, NJ 07746

Contact: Bob Miller

Contact Number: (732) 536-0200

Yes

Stream
Cleaning

2016

Contract Value

\$27,000.00

Demolition Work-Asbestos Removal

Monmouth County Park System
805 Newman Springs, Lincroft, NJ 07738

Contact: John Eisman

Contact Number: (732) 842-4000

Yes

Demolition

2015

Contract Value

\$74,200.00

Farello Property Remediation

Bathgate Wegner Wolf
1 Airport Road, Lakewood, NJ 08701

Contact: Bill Wolf

Contact Number: (732) 363-0576

No

Remediation

2015

Contract Value

\$160,000.00

Misc. Drainage & Roadway Improvements

Township of Brick
401 Chambers Bridge Road, Brick, NJ 08723

Contact: Ed D'Armiento

Contact Number: (732) 462-7400

Yes

Drainage,
Paving

2015

Contract Value

\$205,783.00

Demolition of 124 Buchanan Avenue

Borough of Sayreville
167 Main Street, Sayreville, NJ 08872

Contact: Jay Cornell

Contact Number: (732) 727-8000

Yes

Demolition

2015

Contract Value

\$7,850.00

2014 Roadway Paving & Reconstruction - Phase 3

Borough of Sayreville
167 Main Street, Sayreville, NJ 08872

Contact: Jay Cornell

Contact Number: (732) 727-8000

Yes

Drainage,
Paving

2017

Contract Value

\$799,739.00

Zahab Sub-Division in South Brunswick

Waastu Builders
8 Honeysuckle Lane, Edison 08820

Contact: Rich Simpson

Contact Number: (908) 872-6521

No

Site Work

2017

Contract Value

\$960,000.00

<p><u>2014 Water Distribution System Upgrades Phase 3</u> East Brunswick Township 1 Jean Walling Civic Center Dr, East Brunswick, NJ 08816 <i>Contact: Keith Kipp</i> <i>Contact Number: (732) 390-6850</i></p>	Yes	Water Main Installation	2016
	Contract Value		
	\$596,506.81		
<p><u>Chambers Brook Drainage Improvements, Phase 1</u> Township of Bridgewater 100 Commons Way, Bridgewater, NJ 08807 <i>Contact: Michael Wallo</i> <i>Contact Number: (973) 434-8308</i></p>	Yes	Storm Sewer Installation	2016
	Contract Value		
	\$142,934.00		
<p><u>Pine Brook Road Roadway Improvements</u> Manalapan Township 120 Route 522, Manalapan, NJ 07726 <i>Contact: James Winkowski</i> <i>Contact Number: (732) 462-7400</i></p>	Yes	Storm Sewer, Road work	2016
	Contract Value		
	\$142,934.00		
<p><u>Poplar Road Improvements</u> Township of Piscataway 455 Hoes Lane, Piscataway, NJ 08854 <i>Contact: Joe Herrera</i> <i>Contact Number: (732) 562-6560</i></p>	Yes	Drainage, Paving	2018
	Contract Value		
	\$705,878.00		
<p><u>Reconstruction of University Road Phase 2</u> East Brunswick Township 1 Jean Walling Civic Center Dr, East Brunswick, NJ 08816 <i>Contact: Keith Kipp</i> <i>Contact Number: (732) 390-6850</i></p>	Yes	Water Main Installation	2018
	Contract Value		
	\$739,941.90		
<p><u>Corona Road Improvements</u> East Brunswick Township 1 Jean Walling Civic Center Dr, East Brunswick, NJ 08816 <i>Contact: Keith Kipp</i> <i>Contact Number: (732) 390-6850</i></p>	Yes	Water Main Installation	2018
	Contract Value		
	\$748,768.00		

Veterans Field and Sayreville Recreation Complex
Synthetic Turf Improvements

Borough of Sayreville
167 Main Street, Sayreville, NJ 08872

Contact: Jay Cornell

Contact Number: (732) 727-8000

Yes

Drainage,
Stone Base for
Turf, Paving

99%

Contract Value

\$1,698,813.00

Certificate Number
617935

Registration Date: 06/19/2022
Expiration Date: 06/18/2024



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:

2022
Pernaco Inc.

Responsible Representative(s):
Anthony Perma, President

Handwritten signature of Robert Asaro-Angelo in black ink.

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

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

NON TRANSFERABLE

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF PUBLIC SAFETY & OCCUPATIONAL SAFETY & HEALTH
ASBESTOS CONTROL & LICENSING SECTION



DUPLICATE

Asbestos License

License Number: 00727-01

THIS LICENSE has been issued in accordance with and is subject to the provisions of the Asbestos Control and Licensing Act,
N.J.S.A. 34:5A - 32 et seq.

Employer: Pernaco Inc

Address: PO Box 329
West Berlin, NJ 08091-0329

Responsible Individual: Anthony T. Perna

Type: Type "A" LICENSE to perform any type of asbestos work

This license is VALID ONLY FOR THE EMPLOYER NAMED HEREIN and must be readily available at the work site for inspections by the Commissioners of Labor and Workforce Development and Health & Senior Services and the contracting agency.

Issue Date: 05/31/2018

Expiration Date: 06/01/2023

Commissioner



CONTRACTOR NOTICE OF PREQUALIFICATION

for
Pernaco, Inc.
P.O. Box 329
West Berlin, NJ 08091

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: December 22, 2021
Expiration Date: January 22, 2024

Aggregate Limit: \$750 Thousand

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pipe 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 type="checkbox"/> Siding & Gutters	<input type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpentry	<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 type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input 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 type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Storage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input 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 type="checkbox"/> Roofing-TPD	<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>

NJSDA Risk Management – Prequalification Unit – 609-858-5356

pernaco@verizon.net

From: CClass@treas.state.nj.us
Sent: Tuesday, December 21, 2021 8:15 AM
To: pernaco@verizon.net
Subject: Notice of Classification

PERNACO, INC.
465 TAUNTON AVE STE 102
WEST BERLIN, NJ 08091

State of New Jersey



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



NOTICE OF CLASSIFICATION

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

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$750,000	C092 -ASBESTOS REMOVAL/TREATMENT license #: 00727	01/23/2022	01/22/2024

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_Q7.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](#).

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, Brennan Brothers Contracting, LLC
(Bidder Name)

located at 28 Maple Street Old Bridge, NJ 08857 (hereinafter called the "Principal"), and
(Bidder Address)

First Indemnity of America Insurance Company located at
(Surety Name)

2740 Route 10 West, Suite 205 Morris Plains, NJ 07950 (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto TOWNSHIP OF JACKSON, as Owner, in the penal sum of

Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars (\$ 10% of amount bid not to exceed \$20,000.00)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROVA RESTAURANT DEMOLITION

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 1st of the month of
(Date)

September in the year of 20 22
(Month) (Year)

First Indemnity of America Insurance Company

Brennan Brothers Contracting, LLC

BY: [Signature]
(Surety Authorized Representative Signature)

BY: [Signature]

NAME: Joan M. Silver
(Print or Type)

NAME: MICHAEL BRENNAN

TITLE: Attorney-in-Fact

TITLE: OWNER

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY In substantially the following form.

The First Indemnity of America Insurance Company located at
(Surety Name)

2740 Route 10 West Suite 205 Morris Plains, NJ 07950, a corporation organized under the laws of the State of
(Surety Address)

NJ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

ROVA RESTAURANT DEMOLITION located in the

TOWNSHIP OF JACKSON is awarded to Brennan Brothers Contracting, LLC, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ 100% of Bid Amount. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

1st of September, 20 22
(Date) (Month) (Year)

First Indemnity of America Insurance Company

BY: 
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: Joan M. Silver
(Print or Type)

TITLE: Attorney-in-Fact

**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: Elizabeth A. Allen, Carmen J. Cavaliere, Joan M. Silver, Linda A. Staggs, Michelle Zelena, 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

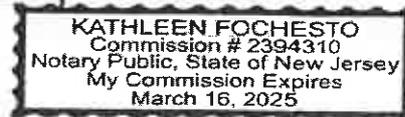
Patrick J. Lynch, President

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



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 15th day of Sept, 2022



Jane E. Lynch
Jane E. Lynch, Secretary

RU101555

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, 2021

Assets:	
Bonds	\$ 7,087,025
Preferred & Common Stocks	5,476,740
Mortgage Loans	104,166
Real Estate	1,441,248
Cash and Short Term Investments	5,500,024
Investment Income Due and Accrued	92,340
Premiums in the Course of Collection (under 90 days)	368,738
Reinsurance Recoverable on Loss and LAE Payments	22,693
Deferred Tax Asset	469,034
Other Assets	89,639
	<hr/>
Total Admitted Assets	\$ 20,651,647
	<hr/>
Liabilities and Surplus:	
Reserve for Loss and Loss Adjustment Expenses	6,060,993
Other Expenses	475,249
Taxes Licenses and Fees	(3,676)
Federal Income Tax Payable	-
Unearned Premium	1,655,374
Amounts Withheld or Retained for Others	1,642,004
Ceded Reinsurance Balances Payable	129,012
Security Deposits	21,664
	<hr/>
Total Liabilities	9,980,620
	<hr/>
Capital & Surplus:	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	6,690,082
	<hr/>
Surplus as Regards to Policyholders	10,671,027
	<hr/>
Total Liabilities and Surplus	\$ 20,651,647

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, 2021, according to the best information, knowledge, and belief.

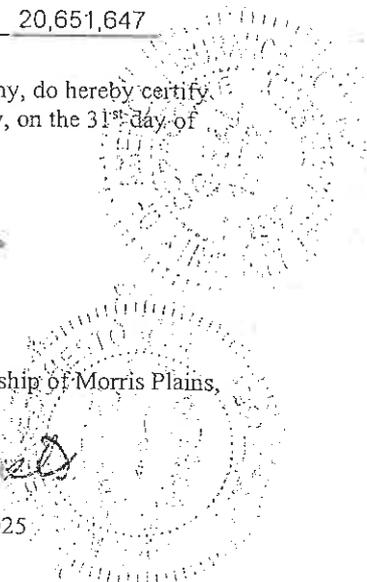

 Glenn A. Runne
 Chief Financial Officer

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 31st day of December, 2021.




 Kathleen Fochesto
 My Commission Expires March 16, 2025



BID PACKET

FOR:

ROVA RESTAURANT DEMOLITION

TOWNSHIP OF JACKSON

BY:

Caravella Demolition Inc
(Bidder Name)

40 DEFOREST AVENUE - EAST HANOVER, N.J 07936

(Bidder Address)

(973) 884-4900

(Bidder Phone Number)

(Bidder Alternative Phone Number)

(973) 240-7412

(Bidder Fax Number)

45-4646957

(Bidder Federal I.D. # or S.S. #)

estimates@caravellademol.com

(Bidder Email Address)

JOHN CARAVELLA

(Name of Bidder's Authorized Representative)

TO:

**TOWNSHIP OF JACKSON
95 WEST VETERANS HWY,
JACKSON, NJ 08527**

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

ROVA RESTAURANT DEMOLITION

Caravello Demolition, Inc.
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	JC
2. BID PROPOSAL	JC
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c, 1.2 & 3</u>	JC
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	JC
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	JC
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	JC
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	JC
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	JC
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	JC
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	JC
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	JC
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	JC
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	JC
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	JC
15. BIDDER'S ACKNOWLEDGMENT	JC
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	JC
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	JC
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	JC
19. W9 Form	JC

BID PROPOSAL

ROVA RESTAURANT DEMOLITION

Caravella Demolition, Inc.
(Bidder Name)

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	1.00	1.00
2	MOBILIZATION	LS	1	1.00	1.00
3	STRUCTURE DEMOLITION	LS	1	247,000.00	247,000.00
4	ASBESTOS ABATEMENT	LS	1	200,000.00	200,000.00
5	GENERAL CONSTRUCTION ALLOWANCE	DOLLARS	1	\$20,000.00	\$20,000.00

WRITE TOTAL BID AMOUNT (Items 1 through 5):

TOTAL BID AMOUNT (Items 1 through 5): \$ 467,002.00
*Four Hundred Sixty - Seven thousand
Two Dollars and 00/100*

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

jc

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

ROYA RESTAURANT DEMOLITION

Caravelha Demolition, Inc.
(Bidder Name)

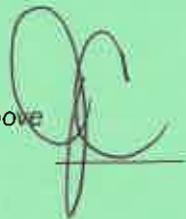
Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____
_____	___/___/___	_____	_____

No Addendum received:



By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:



BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

ROYA RESTAURANT DEMOLITION

Caravello Demolition, Inc
(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq. on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**

[Handwritten Signature]



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CARAVELLA DEMOLITION INC.
Trade Name:
Address: 40 DEFOREST AVE
EAST HANOVER, NJ 07936
Certificate Number: 1710243
Effective Date: April 19, 2012
Date of Issuance: February 26, 2018

For Office Use Only:
20180226102428190

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

ROYA RESTAURANT DEMOLITION

Paravakha Demolition, Inc.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

*By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:*

[Handwritten Signature]

Certificate Number
688344

Registration Date: 05/06/2021
Expiration Date: 05/05/2023



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:

Responsible Representative(s):

John Caravella, President

CARAVELLA DEMONSTRATION INC.
2021

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.

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Caravello Demolition, Inc.
(Bidder Name)

PART I - Please check the appropriate box below:

- | | |
|---|--|
| <input type="checkbox"/> Sole Partnership (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> For Profit Corporation (any type) | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Liability Company (LLC) | |
| <input type="checkbox"/> Other (be specific): _____ | |

PART II - Please check the appropriate box below:



The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) 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 percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY

ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY

- | | | |
|----|------------------------------|--|
| 1. | <u>JOHN CARAVELLA - 100%</u> | <u>40 DEFOREST AVENUE EAST HANOVER, N.J. 07936</u> |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Caravello Demolition, Inc.

(Bidder Name)

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

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) 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 percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) 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 percent (10%) ownership criteria established to N.J.S.A. 52:25-24.1 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROYA RESTAURANT DEMOLITION

Caravella Demolition, Inc.

(Bidder Name)

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; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer 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 Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

JOHN CARAVELLA

Title:

PRESIDENT

Signature:

John Caravella

Date:

SEPTEMBER 6TH 2022

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

ROYA RESTAURANT DEMOLITION

Crescenta Demolition, Inc.

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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

- OR -



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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

Caravella Demolition, Inc
(Bidder Name)

PART III - Certification:

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

BY:

John Caravella
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

John Caravella
(Print or Type)

TITLE:

President

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, JOHN CARAVELLA, residing in TOWNSHIP OF EAST HANOVER
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of MORRIS and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am PRESIDENT of the firm of CARAVELLA DEMOLITION, INC.
(Bidder's Authorized Representative Title) (Bidder's Name)

_____ , the Bidder making this Bid Proposal for the Bid Packet entitled,

ROYA RESTAURANT DEMOLITION

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

CARAVELLA DEMOLITION, INC.
(Bidder's Name)

BY:

John Caravella
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

JOHN CARAVELLA
(Print or Type)

TITLE:

PRESIDENT

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

ROVA RESTAURANT DEMOLITION

Caravello Demolition, Inc.
(Bidder Name)

PART I - Please check the appropriate box below:

A.) The Bidder, signing and submitting this Bid Packet, **OWNS, LEASES, OR CONTROLS** all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

B.) The Bidder, signing and submitting the attached Bid Packet, **DOES NOT OWN OR LEASE** the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a.		
b.		
c.		

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

[Signature]

Caravella Demolition, Inc.

Special People - Special Machines

Pride in Performance

<u>Unit Number</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle Identification Number</u>	<u>License Plate</u>	<u>EZ-Pass</u>
G1			350 Grapple			
G2			350 Grapple			
G3			350 Grapple			
G4			350 Grapple			
G5			350 Grapple			
G6			350 Grapple			
G7			350 Grapple			
G8			350 Grapple			
G9			140 Grapple			
H1			350 Hydraulic Hammer			
H2			350 Hydraulic Hammer			
H3			350 Hydraulic Hammer			
H4			140 Hydraulic Hammer			
P1			Pulverizer			
P2			Pulverizer			
P3			Pulverizer			
P4			Pulverizer			
SB1			Screen Bucket			
SB2			Screen Bucket			
SB3			Screen Bucket			
SB4			Screen Bucket			
M1			Magnet			
WB1			Wrecking Ball			
LBI			Lubebed			
100	2001	Mack	Roll Off	M2P271C31M062590	AS100S	G4802209461857
200	2009	Volvo	135 KW Generator			
201	2005	Talbert	Lowboy	40FSK664741023983	TNS-75X	
202	2018	Doosan	DX140 Excavator			
203	2012	Horton	Emergency Cargo Trailer	5EB1126C1044357	TNA-92K	
204	2007	UD	Utility Truck	JNAUX51J07A302011	XKKE22	
205	2019	Volvo	EC350LC Excavator			
206	2013	Horton	Asbestos Cargo Trailer	19665	TNE97D	
207	2009	Allmand	Light Tower			
208	2004	Ford	F450 Roll Off	1FDSW35P94EC79640		
209	2020	Volvo	ECR58D Excavator	210819		
210	1997	International	4900 Utility Truck	1HYSCABL7VH490011	XARV30	

400-888-7777

Head Office: 1000 Office Blvd., Suite 100, York, PA 17403-2117

www.caravellademo.com

Email: info@caravellademo.com

Caravella Demolition, Inc.

Special People - Special Machines

Pride in Performance

213	2004	Eager Beaver	20 Ton Trailer	112H8V3274L068227	TLD61X	
215	2017	Ford	F350 Pickup	1FT7W2BT2HEC72581	XAE-T80	G4*02207239609
216	2007	Towmaster	7 Ton Trailer	4KNUT20207L161017	TLD60X	
217	2019	Volvo	EC350LC Excavator			
218	2005	Ford	F550 Flatbed	1FDAF56P75EB8723	XAR-X64	
219	1999	Mack	Packer	1M2P271C3XMO46544		
220	2014	Bobcat	S550 Skidsteer	ALM411625		
221	2003	Peterbilt	379	1NP5XBTX73D806672	AS101S	G4*02207142835
222	2009	Kubota	RTV1100			
223	2012	International	Terrastar	1HTJSSKK9CJ445251	XKKE24	G4*02213618033
224	2011	Chevrolet	Pick Up 1500	1GCRKREA9BZ309715	T24FDF	G4*02210684770
225	2001	Genie	Boom Lift	S40-5851		
226	2016	Chevrolet	Colorado	1GCGTCE37G1123759	E98FTG	G4*02213618032
227	2016	Peterbilt	389	1XPXD40X9GD329000	AS676X	G4*02209723022
228	1985	Hyster	Z90B	B179C1629E		
229	2016	Peterbilt	389	1XPXD40X3GD368665	AS786Z	G4*02209461148
230	1999	Ford	F450	31FDXF47F6XED93817	XJPY54	
231	2016	Doosan	DX350 Excavator			
236	2016	Rockstar	Crusher	11243		
237	1996	Chevrolet	Van	1003051		
238	2005	Ford	L9000 Water Truck		X26044	
239	2018	Isuzu	Utility Truck	JALC4W163J7009628	XFMH93	G4*02207142838
240	2018	Kruz	Dump Trailer	1K9SD3828JK226045	TUE-74T	
241	2018	Kruz	Dump Trailer	1K9SD3823JK226051	TUE-75T	
242	2018	Kruz	Dump Trailer	1K9SD3825JK226052	TUE-72T	
243	2018	Kruz	Dump Trailer	1K9SD3827JK226053	TUE-73T	
244	2019	Peterbilt 389	Tractor	1XPXD40XXKD26716	AU341J	G4*02212279226
245	2019	Peterbilt 389	Tractor	1XPXD40X8KD26715	AC342J	G4*02212279227
246	2005	Ford	F650 Service Truck	3FDNF65H31MA82676	XGVB76	
247	2005	Ford	F550 Service Truck	1FDAF56P75EB87232	XJFH27	
248	2013	International	Flatbed	1HTJSSKK2DH480271	XKKE23	G4*02207142837
249	2016	Doosan	DX350LRD 90'	010052		
250	2019	Doosan	DX350LF	1020327		
251	2005	Ford	F-750 Lube Truck	3FRXF75T55V126509	XKPF79	
252	2013	International	Terrastar	1HTJSSKK6DH655802	XKPF78	
253	2007	International	420 Water Truck	1HTMPAFP37H544613	XKPF77	
254	2005	Ingersoll Rand	Vibratory Roller	184135		
255	2021	Coras	Dump Trailer	4C9C5DJ22NS071050	TYJ81K	
256	2021	Coras	Dump Trailer	4C9C5DJ22NS071051	TYJ82K	
257	2021	Coras	Dump Trailer	4C9C5DJ22NS071052	TYR50U	
258	2021	Coras	Dump Trailer	4C9C5DJ22NS071053	TYR48U	
259	2021	Coras	Dump Trailer	4C9C5DJ22NS071054	TYR49U	

Caravella Demolition, Inc.

Special Tecele - Special Machines

Pride in Performance

213	2004	Eager Beaver	20 Ton Trailer	112H8V3274L068227	TLD61X	
215	2017	Ford	F350 Pickup	1FT7W2BT2HEC72581	XAE-T80	G4*02207239609
216	2007	Towmaster	7 Ton Trailer	4KNUT20207L161017	TLD60X	
217	2019	Volvo	EC350LC Excavator			
218	2005	Ford	F550 Flatbed	1FDAF56P75EB8723	XAR-X64	
219	1999	Mack	Packer	1M2P271C3XMO46544		
220	2014	Bobcat	S550 Skidsteer	ALM411625		
221	2003	Peterbilt	379	1NP5XBTX73D806672	ASI01S	G4*02207142835
222	2009	Kubota	RTV1100			
223	2012	International	Terrastar	1HTJSSKK9CJ445251	XKKE24	G4*02213618033
224	2011	Chevrolet	Pick Up 1500	1GCRKREA9BZ309715	T24FDF	G4*02210684770
225	2001	Genie	Boom Lift	S40-5851		
226	2016	Chevrolet	Colorado	1GCGTCE37G1123759	E98FTG	G4*02213618032
227	2016	Peterbilt	389	1XPXD40X9GD329000	AS676X	G4*02209723022
228	1985	Hyster	Z90B	B179C1629E		
229	2016	Peterbilt	389	1XPXD40X3GD368665	AS786Z	G4*02209461148
230	1999	Ford	F450	31FDXF47F6XED93817	XJPY54	
231	2016	Doosan	DX350 Excavator			
236	2016	Rockstar	Crusher	11243		
237	1996	Chevrolet	Van	1003051		
238	2005	Ford	L9000 Water Truck		X26044	
239	2018	Isuzu	Utility Truck	JALC4W163J7009628	XFMH93	G4*02207142838
240	2018	Kruz	Dump Trailer	1K9SD3828JK226045	TUE-74T	
241	2018	Kruz	Dump Trailer	1K9SD3823JK226051	TUE-75T	
242	2018	Kruz	Dump Trailer	1K9SD3825JK226052	TUE-72T	
243	2018	Kruz	Dump Trailer	1K9SD3827JK226053	TUE-73T	
244	2019	Peterbilt 389	Tractor	1XPXD40XXKD26716	AU341J	G4*02212279226
245	2019	Peterbilt 389	Tractor	1XPXD40X8KD26715	AU342J	G4*02212279227
246	2005	Ford	F650 Service Truck	3FDNF65H31MA82676	XGVB76	
247	2005	Ford	F550 Service Truck	1FDAF56P75EB87232	XJFH27	
248	2013	International	Flatbed	1HTJSSKK2DH480271	XKKE23	G4*02207142837
249	2016	Doosan	DX350LRD 90'	010052		
250	2019	Doosan	DX350LF	1020327		
251	2005	Ford	F-750 Lube Truck	3FRXF75T55V126509	XKPF79	
252	2013	International	Terrastar	1HTJSSKK6DH655802	XKPF78	
253	2007	International	420 Water Truck	1HTMPAFP37H544613	XKPF77	
254	2005	Ingersoll Rand	Vibratory Roller	184135		
255	2021	Coras	Dump Trailer	4C9C5DJ22NS071050	TYJ81K	
256	2021	Coras	Dump Trailer	4C9C5DJ22NS071051	TYJ82K	
257	2021	Coras	Dump Trailer	4C9C5DJ22NS071052	TYR50U	
258	2021	Coras	Dump Trailer	4C9C5DJ22NS071053	TYR48U	
259	2021	Coras	Dump Trailer	4C9C5DJ22NS071054	TYR49U	

2000 - 2021 - All - East - Location - N - 0700 - 0801 - 0900 - 1000 - 1100 - 1200 - 1300 - 1400 - 1500 - 1600 - 1700 - 1800 - 1900 - 2000 - 2100 - 2200 - 2300 - 2400 - 2500 - 2600 - 2700 - 2800 - 2900 - 3000 - 3100 - 3200 - 3300 - 3400 - 3500 - 3600 - 3700 - 3800 - 3900 - 4000 - 4100 - 4200 - 4300 - 4400 - 4500 - 4600 - 4700 - 4800 - 4900 - 5000 - 5100 - 5200 - 5300 - 5400 - 5500 - 5600 - 5700 - 5800 - 5900 - 6000 - 6100 - 6200 - 6300 - 6400 - 6500 - 6600 - 6700 - 6800 - 6900 - 7000 - 7100 - 7200 - 7300 - 7400 - 7500 - 7600 - 7700 - 7800 - 7900 - 8000 - 8100 - 8200 - 8300 - 8400 - 8500 - 8600 - 8700 - 8800 - 8900 - 9000 - 9100 - 9200 - 9300 - 9400 - 9500 - 9600 - 9700 - 9800 - 9900 - 10000 - 10100 - 10200 - 10300 - 10400 - 10500 - 10600 - 10700 - 10800 - 10900 - 11000 - 11100 - 11200 - 11300 - 11400 - 11500 - 11600 - 11700 - 11800 - 11900 - 12000 - 12100 - 12200 - 12300 - 12400 - 12500 - 12600 - 12700 - 12800 - 12900 - 13000 - 13100 - 13200 - 13300 - 13400 - 13500 - 13600 - 13700 - 13800 - 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88900 - 89000 - 89100 - 89200 - 89300 - 89400 - 89500 - 89600 - 89700 - 89800 - 89900 - 90000 - 90100 - 90200 - 90300 - 90400 - 90500 - 90600 - 90700 - 90800 - 90900 - 91000 - 91100 - 91200 - 91300 - 91400 - 91500 - 91600 - 91700 - 91800 - 91900 - 92000 - 92100 - 92200 - 92300 - 92400 - 92500 - 92600 - 92700 - 92800 - 92900 - 93000 - 93100 - 93200 - 93300 - 93400 - 93500 - 93600 - 93700 - 93800 - 93900 - 94000 - 94100 - 94200 - 94300 - 94400 - 94500 - 94600 - 94700 - 94800 - 94900 - 95000 - 95100 - 95200 - 95300 - 95400 - 95500 - 95600 - 95700 - 95800 - 95900 - 96000 - 96100 - 96200 - 96300 - 96400 - 96500 - 96600 - 96700 - 96800 - 96900 - 97000 - 97100 - 97200 - 97300 - 97400 - 97500 - 97600 - 97700 - 97800 - 97900 - 98000 - 98100 - 98200 - 98300 - 98400 - 98500 - 98600 - 98700 - 98800 - 98900 - 99000 - 99100 - 99200 - 99300 - 99400 - 99500 - 99600 - 99700 - 99800 - 99900 - 100000 - 100100 - 100200 - 100300 - 100400 - 100500 - 100600 - 100700 - 100800 - 100900 - 101000 - 101100 - 101200 - 101300 - 101400 - 101500 - 101600 - 101700 - 101800 - 101900 - 102000 - 102100 - 102200 - 102300 - 102400 - 102500 - 102600 - 102700 - 102800 - 102900 - 103000 - 103100 - 103200 - 103300 - 103400 - 103500 - 103600 - 103700 - 103800 - 103900 - 104000 - 104100 - 104200 - 104300 - 104400 - 104500 - 104600 - 104700 - 104800 - 104900 - 105000 - 105100 - 105200 - 105300 - 105400 - 105500 - 105600 - 105700 - 105800 - 105900 - 106000 - 106100 - 106200 - 106300 - 106400 - 106500 - 106600 - 106700 - 106800 - 106900 - 107000 - 107100 - 107200 - 107300 - 107400 - 107500 - 107600 - 107700 - 107800 - 107900 - 108000 - 108100 - 108200 - 108300 - 108400 - 108500 - 108600 - 108700 - 108800 - 108900 - 109000 - 109100 - 109200 - 109300 - 109400 - 109500 - 109600 - 109700 - 109800 - 109900 - 110000 - 110100 - 110200 - 110300 - 110400 - 110500 - 110600 - 110700 - 110800 - 110900 - 111000 - 111100 - 111200 - 111300 - 111400 - 111500 - 111600 - 111700 - 111800 - 111900 - 112000 - 112100 - 112200 - 112300 - 112400 - 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123700 - 123800 - 123900 - 124000 - 124100 - 124200 - 124300 - 124400 - 124500 - 124600 - 124700 - 124800 - 124900 - 125000 -

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

Caravello Demolition, Inc.
(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: <u>CHRIS AMELI PLUMBING & HEATING LLC</u> Address: <u>4 ADAMRY PLACE - VINELAND, NJ 08358</u> License No.: <u>733449</u> Expiration: <u>12/14/2022</u>
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: <u>NONE</u> Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: <u>Y-D ELECTRIC LLC</u> Address: <u>P.O. BOX 452 - CEDAR KNOLLS, NJ 07027</u> License No.: <u>917951</u> Expiration: <u>11/23/2023</u>
4. Structural steel and ornamental iron work	Name: <u>NONE</u> Address: _____ License No.: _____ Expiration: _____
5. Other	Name: _____ Address: _____ License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

Carabella Demolition, Inc.
(Bidder Name)

PART II – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

– AND –

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

je

Certificate Number
733447

Registration Date 12/15/2021
Expiration Date 12/14/2022



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

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

Chris Ameli Plumbing & Heating LLC
2021

Responsible Representative(s):
Chris Ameli, Owner

Handwritten signature of Robert Aaaro-Angelo in black ink.

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

NON TRANSFERABLE

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

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

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

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

HAS LICENSED

Christopher J. Ameli
T/A Chris Ameli Plbg & Htg LLC
4 Adamary Place
Pine Brook NJ 07058

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

05/06/2021 TO 06/30/2023
VALID

[Signature]

Signature of Licensee/Registrant/Certificate Holder

36BI01284100
LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers
HAS LICENSED
Christopher J. Ameli
Master Plumber

05/06/2021 TO 06/30/2023
VALID

SIGNATURE

[Signature]
ACTING DIRECTOR

36BI01284100
License/Registration/Certificate #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of Master Plumbers
P.O. Box 45008
Newark, NJ 07101

PLEASE DETACH HERE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ZO ELECTRIC LLC
Trade Name:
Address: 11 ORCHARD PLACE
CEDAR KNOLLS, NJ 07927
Certificate Number: 1852758
Effective Date: February 13, 2014
Date of Issuance: September 06, 2022

For Office Use Only:
20220906143312062

Certificate Number
717951

Registration Date: 11/24/2021
Expiration Date: 11/23/2023



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:

Responsible Representative(s):
Michael D'Alonzo, Owner

2020 ELECTRIC

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

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

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

HAS LICENSED

Michael A. D'Alonzo
PO Box 452
Cedar Knolls NJ 07927

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
Michael A. D'Alonzo
Electrical Contractor

SIGNATURE
Frank Russo
ACTING DIRECTOR
02/17/2021 TO 03/31/2024
VALID
34E101765000
License/Registration/Certificate #

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

Michael A. D'Alonzo
Signature of Licensee/Registrant/Certificate Holder

34E101765000
LICENSE/REGISTRATION/CERTIFICATION #

Frank Russo
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Co
P.O. Box 45005
Newark, NJ 07101

PLEASE DETACH HERE

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

ROVA RESTAURANT DEMOLITION

Caravelha Demolition, Inc.
(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION**.

The above named Bidder, located at

40 DeForest Avenue - East Hanover, NJ 07936
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the **PREVAILING WAGE COMPLIANCE DECLARATION:**

jc

BIDDER'S ACKNOWLEDGEMENT

ROVA RESTAURANT DEMOLITION

Caravello Demolition, Inc
(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

ROVA RESTAURANT DEMOLITION

Caravella Demolition, Inc
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY:

John Caravella
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

JOHN CARAVELLA
(Print or Type)

TITLE:

PRESIDENT

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

ROVA RESTAURANT DEMOLITION

Caravella Demolition, Inc

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION:**

jd

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ROVA RESTAURANT DEMOLITION

CARAVELLA DEMOLITION, INC
(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity:

FEBRUARY 12, 2012

2.) State of Incorporation or Formation of bidding entity:

NEW JERSEY

3.) Number of years engaged in the contracting business under your present firm or trading name:

10 YRS

4.) General character of work performed by company:

DEMOLITION

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

No.

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

No.

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

No.

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

No.

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

YES

Caravella Demolition, Inc.

Special LeCle - Special Machines
Pride in Performance

Qualifications

Date of Incorporation: February 27, 2012

State of Incorporation: New Jersey

Presidents Name: John T. Caravella

Dun & Bradstreet No. 079471567

CAGE No. 76A41

NAICS 238910

USDOT 262392

Insurance Agent: SB One
Jeff London
96 Route 206 North
Augusta NJ 07822
973-579-6776

Bonding Agent: Dale Group
Phil Tobey
30A Vreeland Road
Suite 120
Florham Park NJ 07932
973-377-7000

Bank: Chase Bank
Anthony
399 Ridgedale Avenue
East Hanover NJ 07936
973-386-0100

Suppliers: Allied Oil Company
Chip Gardner
25 Camplain Road
Hillsborough, NJ 08844
908-295-5116
sales@alliedco.com

Blue Sky DEF
Scott Buckley
800 Roosevelt Avenue
Carteret, NJ 07008
732-713-5056
sbuckley@blueskydefna.com

American Hose and Hydraulics Co
Graham Page
700 21st Avenue
Paterson, NJ 07513
973-684-3225
graham_p@americanhose.net

2018 - 2,555,779.00,	2019 - \$3,052,186.00	2020 - \$2,891,816.00	2021 - \$3,367,333.00
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40 DeForest Ave. East Hanover, NJ 07936 Office (973) 884-4900 Fax (973) 240-7412

www.caravellademo.com

Email: info@caravellademo.com

Owner/Construction Manager	Project Description	Final Contract Amount	Start Date	Completion Date
State of New Jersey DPMC 33 West Street Trenton, NJ 08625 Regina	Demolition of Various Residential Structures South River, NJ	\$238,000.00	3/16/2018	5/10/2018
Pike Construction 171 5th Street Paterson, NJ 07524 Dave Topalian 973-278-2300	Building Cleanout and Complete Building Demolition at 110 Summit Avenue in Montvale, NJ	\$290,000.00	8/8/2019	11/11/2019
Archdiocese of Paterson Straight & Narrow, Inc. 777 Valley Road Clifton, NJ Michael Rettagliata 973-345-6000	Emergency Demolition with Asbestos Removal at 410 Straight Street Paterson, NJ	\$753,232.00	8/25/2019	4/25/2020
American Landmark 1317 North Avenue Elizabeth, NJ 07208 Anthony Alfonso 908-764-1322 aalfonso@aldre.com	Complete Building Demolition and Site Demolition for Union Township Urban Renewal – 941 – 945 Stuyvesant Avenue – Union	\$107,500.00	5/6/2019	8/16/2019
Hudson County Improvement Authority 830 Bergen Avenue Jersey City, NJ 07306 Norman Guerra 201-324-6222 norman@hcia.org	Asbestos Removal and Demolition of Casino in the Park – 1 Lincoln Park – Jersey City	\$353,700.00	1/17/2020	4/21/2020

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Capodagli Property Co. LLC/Meridia, LLC 201 South Wood Avenue Linden, NJ 07036 Robert Symanski 917-445-9032	Demolition for Main Street Transit Village – 239 – 247 Main Street – Lincoln Park	\$54,761.00	8/29/19	9/26/20
Phelps Construction Group 315 Wootton Street Boonton NJ 07005 Rich Lemere 973-402-0004	Demolition for Aero Farms located at 212 Rome Street Newark, NJ	\$142,158.00	1/27/2020	3/2/2020
E.P. Guidi, Inc. 1301 S. Bethlehem Pike Amler PA 19002 Dan Beerhalter 215-542-14505 dbeerhalter@epguidi.com	Demolition for Middletown Shop Rite 1500 State Highway Route 35 Middletown, NJ	\$582,259.00	6/16/2020	10/19/2020
Borough of Carlstadt 500 Madison Avenue Carlstadt, NJ 07072	Demolition of 411 Orchard Street – Carlstadt	\$102,500.00	2/3/2020	4/1/2020
City of Union City 3715 Palisade Avenue Union City NJ Ralph Tango – Maser Consulting 973-398-3110	Demolition for Peter Street Extension – Union City, NJ	\$163,250.00	9/30/2020	10/26/2020
Nick Zios 79 Balston Drive Verona NJ 973-680-2600	Demolition of Roxy's Florist 326-328 Glenwood Avenue – Bloomfield NJ	\$156,800.00	01/11/2021	1/22/2021

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Email: info@caravellademo.com

<p>Russo Development, LLC 570 Commerce Blvd. Carlstadt, NJ 07072 Roman Gorfinkel 201-487-5657 rporfinkel@russodevelopment.com</p>	<p>Demolition at R&O Woodbridge Urban Renewal Corner of Mutton Hollow Road & Main Street Woodbridge Township</p>	<p>\$200,000.00</p>	<p>08/11/20</p>	<p>9/17/20</p>
<p>Genesis Companies 594 Broadway New York, NY 10020 Nicole Lockett 212-433-1336 nlockett@genesiscorporations.com</p>	<p>160 Halsted Urban Renewal 160 Halsted Street – East Orange, NJ</p>	<p>\$163,000.00</p>	<p>11/10/2020</p>	<p>12/24/2020</p>
<p>273 Oak Street, LLC P.O. Box 213 Bloomingtondale, NJ 07402 Jose Restrepo 973-835-4193 Jose.restrepo@homesbyblackbear.com</p>	<p>Demolition and Asbestos Removal 263 Oak Street Passaic, NJ</p>	<p>\$65,000.00</p>	<p>4/8/2021</p>	<p>4/13/2021</p>
<p>Grand @ Morris 57 Murray Street Elizabeth NJ 07202 Sam Engel 908-675-6435 therandelizabeth@gmail.com</p>	<p>Demolition at 540 Morris Avenue Elizabeth, NJ</p>	<p>\$59,900.00</p>	<p>1/3/2021</p>	<p>3/31/2021</p>
<p>Borough of Lincoln Park 34 Chapel Hill Road Lincoln Park, NJ 07035 Tom Boorady 973-694-6100 tab@darmonfalski.com</p>	<p>Demolition of Buy Out Flood Properties within Lincoln Park</p>	<p>\$101,635.00</p>	<p>4/1/2021</p>	<p>6/8/2021</p>
<p>Federal Aviation Authority LaGuardia Airport Air Traffic Control Tower Larry Hanau 347-846-1722 Larry.hanau@faa.gov</p>	<p>Booster Pump Air Pump Removal</p>	<p>\$10,000.00</p>	<p>04/27/2021</p>	<p>04/29/2021</p>

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Email: info@caravellademol.com

<p>Vision Economic Development 580 MLK Jr. Blvd. Newark, NJ 07102 Garvey Ince</p>	<p>Demolition at 591 - 593 & 595 Martin Luther King Boulevard Newark, New Jersey</p>	<p>\$77,400.00</p>	<p>3/25/2021</p>	<p>4/27/2021</p>
<p>City of Margate 9001 Winchester Avenue Margate, NJ 08402 Pat Power 609-822-5438</p>	<p>Demolition of Public Works Garages at Benson Avenue and Monmouth Avenues - Margate City</p>	<p>\$37,675.00</p>	<p>6/9/2021</p>	<p>6/21/2021</p>
<p>City of Salem 17 New Market Street Salem NJ 08079 609-935-0373 cityadmin@cityofsalem.nj.gov</p>	<p>Demolition and Salvage of Historical Building located of 192 - 194 East Broadway</p>	<p>\$35,200.00</p>	<p>7/12/2021</p>	<p>7/16/2021</p>
<p>Middlesex County 75 Bayard Street New Brunswick NJ 08901 Prabhu Patel 732-745-4020 Prabhu.Patel@co.middlesex.nj.us</p>	<p>Demolition of Properties on County Owned Parkland 180 Davidson Mills Road - South Brunswick NJ 17 North State Home Road - Monroeville Township</p>	<p>\$228,439.41</p>	<p>06/01/2021</p>	<p>07/01/2021</p>
<p>C&C Construction Management 10063 Sandmeyer Lane Philadelphia PA 19116 Frank Stoltz 215-673-1799 Fstolz@cccmgmt.com</p>	<p>Demolition for SpringPoint 18 Pocono Road Denverville Township, NJ</p>	<p>\$67,000.00</p>	<p>04/26/2021</p>	<p>06/01/2021</p>
<p>Township of Nutley 1 Kennedy Drive Nutley, NJ Frank DeMaio 973-284-4966 fdemaio@nutley.nj.org</p>	<p>Demolition of Former Ciccolini Building 537 Franklin Avenue Nutley</p>	<p>\$175,000.00</p>	<p>9/30/2021</p>	<p>10/29/2021</p>
<p>Town of Phillipsburg 120 Filmore Street Phillipsburg, NJ Jack Daniels 908-454-5500 - 340 jdaniels@phillipsburgnj.org</p>	<p>Emergency Demolition Response of the Agway 1127 South Main Street Phillipsburg NJ</p>	<p>\$61,400.72</p>	<p>10/26/2021</p>	<p>11/2/2021</p>

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William Paterson University 300 Pompton Road Wayne NJ 07470 Kevin Garvey 973-720-2861 garve,k@wpunj.edu	Overlook North Dormitory Demolition	\$1,067,261.00	5/1/2021	11/15/2021
Fleet Teaneck Somerset Development 101 Crawfords Corner Road Holmdel, NJ 07733	Demolition and Asbestos Removal 520 Palisade Avenue Teaneck, New Jersey	\$303,955.00	8/1/2021	12/3/2021
Sharp Management 160 Essex Street Suite 215 Lodi, NJ 07644 Chris Pompeo 973-778-4788 cpompeo@sharp-mgmt.com	Demolition of 293-295 Main Street Hackensack, New Jersey	\$423,000.00	3/25/2022	6/21/2022

40 Deforest Ave, East Hanover, NJ 07936 Office (973) 884-4900 Fax (973) 240-7412

www.caravellademo.com

Email: info@caravellademo.com

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF Morris SS.

I, John Caravella, residing in TOWNSHIP OF EAST HANOVER
(Authorized Representative Name) (Municipality Name)

In the County of Morris and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am President of the firm of Caravella Demolition, Inc.
(Authorized Representative Title) (Bidder Name)

_____ the Bidder submitting this Bid Packet for the Project, entitled
ROVA RESTAURANT DEMOLITION

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: John Caravella
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: John Caravella
(Print or Type)

TITLE: President

This Bid Packet has been Sworn and Subscribed before me this
6 Day of Sept, 20 22

NOTARY PUBLIC SEAL:

NOTARY PUBLIC
Leonarda Caravella
(Notary Public Signature)
Leonarda Caravella
(Print or Type Name)

My Commission Expires 12-1-26



CONTRACT

THIS AGREEMENT made on the 6 of SEPTEMBER 20, 22 by and between
(Day) (Month) (Year)

TOWNSHIP OF JACKSON

Hereinafter called the Owner, and

CARNELLA DEMOLITION, INC
(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)
- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: *a.)* result from or are alleged to result from or arise out of the performance of the Contract and, *b.)* are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
- IX. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- X. P.L. 2017, c.317.** P.L. 2017, c.317 establishes standardized changed conditions clauses for construction contracts, is hereby expressly incorporated into these Contract Documents and attached hereto as **EXHIBIT IV**. In the event any of the provisions in these Contract Documents conflict with the provisions of P.L. 2017, c.317, the provisions of the P.L. 2017, c.317 shall govern.
- XI. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: John Caravello
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: John Caravello

TITLE: RESIDENT

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I - INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, (Contractor's Name)
located at _____, (hereinafter called the "Principal"), and
_____, (Contractor's Address)
_____, located at _____, (Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of
_____, (\$ _____) (100% of Contract Sum [in numbers])
(100% of Contract Sum [in words])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____ (Date)
of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
TOWNSHIP OF JACKSON, County of **Ocean**, State of _____,
which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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 subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ (Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)
located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto **TOWNSHIP OF JACKSON**, as Owner, in the penal sum of

(100% of Contract Sum [in words]) (\$ _____) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____
(Date)
of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
TOWNSHIP OF JACKSON, County of **Ocean**, State of _____,
which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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 subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)
of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT IV - P.L. 2017, c. 317

Pursuant to section X. P.L. 2017, c. 317 of the Contract Forms, the following language is hereby incorporated and made a part of the Contract Documents in accordance S-3409, which Senate passed recently and is effective as of January 15th, 2018:

1. All Construction Contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L. 2017, c.317 shall include the changed conditions contract provisions set forth in this Section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.
 - A. A Contract subject to this section shall include the following differing site conditions provisions:
 - (1) If the Contractor encounters differing site conditions during the progress of the Work of the Contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
 - (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (3) If the contracting unit determines different site conditions that may result in additional costs or delays exists, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (4) (a) If the contracting unit's investigation and directions increase the Contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If both Parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
 - (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
 - (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
 - B. A Contract subject to this section shall include the following suspension of work provisions:
 - (1) The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.
 - (2) If the performance of all or any portion of the Work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information

may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds sixty (60) days, upon seven days' written notice, the Contractor shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

- (3) Upon receipt of the Contractor's suspension of Work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
 - (4) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the Contract Work and shall be entitled to pursue a suspension of Work claim against the contracting unit for additional compensation or time attributable to the suspension.
 - (5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.
- C. A Contract subject to this section shall include the following change in character of Work provisions:
- (1) If the Contractor believes that a change directive by the contracting unit results in a material change to the Contract Work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all Work on the Project that is not the subject of the notice.
 - (2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
 - (3) (a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work. (b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Contract Work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
 - (4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, delays or shortens the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.
- D. A Contract subject to this section shall include the following change in quantity provisions:
- (1) The contracting unit may increase or decrease the quantity of the Work to be performed by the Contractor.
 - (2) (a) If the quantity of a pay item is cumulatively increased or decreased by twenty percent (20%) or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity. (b) If the quantity of a pay item is increased or decreased by more than twenty percent (20%) from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
 - (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
 - (4) (a) For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent (120%) of the bid proposal quantity. If a mutual

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

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

Certification 61893

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-OCT-2019** to **15-OCT-2026**

CARAVELLA DEMOLITION, INC.
40 DEFOREST AVE.
EAST HANOVER NJ 07936



Elizabeth M. Muoio
ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 509
Trenton, New Jersey 08645-0509

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SUACETTI
Commissioner

SHILYA Y. OLIVER
Lt. Governor

July 8, 2022

Mr. John Caravella
D/ESBE Officer
Caravella Demolition, Inc.
40 Deforest Ave.
East Hanover, NJ 07936

Dear Mr. Caravella

This office has completed its review of your firm's annual Equal Employment Opportunity Affirmative Action (EEO AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning July 23, 2022 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Director
Division of Civil Rights and Affirmative Action

VT-A smm
e: File

APPENDIX A

MANDATORY AFFIRMATIVE ACTION LANGUAGE ***FOR GOODS AND SERVICES CONTRACTS***

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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 expressions, the Contractor or Subcontractor 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, gender identity or expression, the disability, nationality 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 or Subcontractor 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 place 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 expressions, disability, nationality, or sex.

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 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.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, color, ancestry, creed, national origin, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- **Letter of Federal Affirmative Action Plan Approval**
- **Certificate of Employee Information Report**
- **Employee Information Report Form AA302** (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et. seq.

APPENDIX B

MANDATORY AFFIRMATIVE ACTION LANGUAGE ***FOR CONSTRUCTION CONTRACTS***

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

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

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

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

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

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its 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.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (*the "Act"*) (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Caravella Demolition, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions codes apply only to certain entities, not individuals. See instructions on page 3.
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
*Applies to accounts maintained outside the U.S.

5 Address number, street, and apt. or suite no. See instructions.
40 Deforest Avenue

6 City, state, and ZIP code
East Hanover NJ 07936

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

4	5	-	4	6	4	6	7	5	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ John Caravella Date ▶ 1-12-2022

General Instructions

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

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

Purpose of Form

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

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

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

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

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder,

Caravella Demolition, Inc.

(Bidder Name)

located at 40 DeForest Avenue
East Hanover, NJ 07936, (hereinafter called the "Principal"), and
(Bidder Address)

Bondex Insurance Company, located at

(Surety Name)

30A Vreeland Road, Suite 120
Florham Park, NJ 07932, (hereinafter called the "Surety"), are hereby and firmly bound

(Surety Address)

onto TOWNSHIP OF JACKSON, as Owner, in the penal sum of

Ten Percent of the Amount Bid Not to Exceed Twenty Thousand and 00/100 Dollars (\$10% of the Amount Bid Not to Exceed \$20,000.00)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROVA RESTAURANT DEMOLITION

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 7th of the month of

(Date)

September in the year of 20 22

(Month)

(Year)

BY: Bondex Insurance Company

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: Jaelyn Murphy

(Print or Type)

TITLE: Attorney-in-Fact

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The Bondex Insurance Company located at
(Surety Name)

30A Vreeland Road, Suite 120
Florham Park, NJ 07932

(Surety Address)

, a corporation organized under the laws of the State of

New Jersey
(State)

and authorized to do business in New Jersey, consents and agrees that if the Contract for the

ROVA RESTAURANT DEMOLITION

, located in the

TOWNSHIP OF JACKSON

, is awarded to

Caravella Demolition, Inc.

(Bidder Name)

the

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ AMOUNT OF BID . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

7th of September, 20 22
(Date) (Month) (Year)

BY: Bondex Insurance Company
(Signature)
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: Jaclyn Murphy
(Print or Type)

TITLE: Attorney-in-Fact

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.

BOND #: BID

**POWER OF ATTORNEY
Bondex Insurance Company**

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: Claudia Pereira, Brenda Turiello, and Jaclyn Murphy

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto 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 and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 25th day of October, 2018.



BONDEX INSURANCE COMPANY

BY 
Philip S. Tobey, President

State of New Jersey
County of Morris ss.

On this 25th day of October, 2018, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above,



CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/2/2022

BY 
Carol DeCapua, Notary Public

I, Maureen Cupo, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 7th day of September, 2022.



BY 
Maureen Cupo, Secretary

Warning: Any person who knowingly and with intent to defraud any insurance company or other person, files an 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

BID PACKET

FOR:

ROVA RESTAURANT DEMOLITION

TOWNSHIP OF JACKSON

BY:

The Ambient Group LLC.

(Bidder Name)

2515 Glassboro Cross Keys Rd. Williamstown, NJ 08094

(Bidder Address)

856-582-1765

(Bidder Phone Number)

856-371-0319

(Bidder Alternative Phone Number)

856-582-2114

(Bidder Fax Number)

208123631

(Bidder Federal I.D. # or S.S. #)

scardoso@ambientgp.com

(Bidder Email Address)

Sergio Cardoso

(Name of Bidder's Authorized Representative)

TO:

**TOWNSHIP OF JACKSON
95 WEST VETERANS HWY,
JACKSON, NJ 08527**

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

ROYA RESTAURANT DEMOLITION

The Ambient Group LLC
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>SC</u>
2. BID PROPOSAL	<u>SC</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c. 1, 2 & 3</u>	<u>SC</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>SC</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>SC</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>SC</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>SC</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>SC</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>SC</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>SC</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>SC</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>SC</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>SC</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>SC</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>SC</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>SC</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>SC</u>
18. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>SC</u>
19. W9 Form	<u>SC</u>

BID PROPOSAL

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

ITEM No.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	15,000.00	15,000.00
2	MOBILIZATION	LS	1	12,000.00	12,000.00
3	STRUCTURE DEMOLITION	LS	1	562,000.00	562,000.00
4	ASBESTOS ABATEMENT	LS	1	130,000.00	130,000.00
5	GENERAL CONSTRUCTION ALLOWANCE	DOLLARS	1	\$20,000.00	\$20,000.00

TOTAL BID AMOUNT (Items 1 through 5): 712,000.00

WRITE TOTAL BID AMOUNT (Items 1 through 5):

SEVEN HUNDRED
TWELVE THOUSAND DOLLARS

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

SC

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____

No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate: SC

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A. 54:32B-1 et seq. on all their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE**:

SL

01/09/07

Taxpayer Identification# 208-123-631/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

THE AMBIENT GROUP LIMITED LIABILITY COMP

TRADE NAME:

AMBIENT

ADDRESS:

222 THIES ROAD
SEWELL NJ 08080

SEQUENCE NUMBER:

1290937

EFFECTIVE DATE:

ISSUANCE DATE:

01/09/07



Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

ROYA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

*By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:*

 SC

Certificate Number
688471

Registration Date: 04/30/2022
Expiration Date: 04/29/2024



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:

AMBIEN 2022

Responsible Representative(s):
Sergio Cardoso, President

A handwritten signature in black ink that reads "Rob Asargo".

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.

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

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

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) 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 percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) 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 percent (10%) ownership criteria established to N.J.S.A. 52:25-24.1 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

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; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer 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 Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Sergio Cardoso

Title: President

Signature:



Date: 9/6/2022

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX BELOW:

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

- OR -

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

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____
Description of Activities: _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

PART III - Certification:

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

BY:


(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Sergio Cardoso

(Print or Type)

TITLE:

President

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27:

- OR -

Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

SL

BID BOND

Bond No.: HARCO-FL622

(Pursuant to N.J.S.A. 40A:11-2.1)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, The Ambient Group, LLC
(Bidder Name)

located at 2515 Glassboro Cross Keys Road, Williamstown, NJ 08094, (hereinafter called the "Principal"), and
(Bidder Address)

Harco National Insurance Company, located at
(Surety Name)

PO Box 10800, Raleigh, NC 27605, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto TOWNSHIP OF JACKSON, as Owner, in the penal sum of

10% of total amount bid not to exceed \$20,000.00 (\$20,000.00)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

ROVA RESTAURANT DEMOLITION

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 7th of the month of
(Date)

September in the year of 20 22
(Month) (Year)

Harco National Insurance Company

BY: [Signature]
(Surety Authorized Representative Signature)

NAME: Kenneth C. Turner
(Print or Type)

TITLE: Attorney-in-fact

CORPORATE SEAL:
The Ambient Group, LLC

BY: [Signature]
NAME: SERGIO CALDOO

TITLE: PRESIDENT

CONSENT OF SURETY

Bond No.: HARCO-FL622

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a CONSENT OF SURETY in substantially the following form.

The Harco National Insurance Company located at
(Surety Name)

PO Box 10800, Raleigh, NC 27605, a corporation organized under the laws of the State of
(Surety Address)

Illinois and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

ROVA RESTAURANT DEMOLITION, located in the

TOWNSHIP OF JACKSON, is awarded to The Ambient Group, LLC, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$100% of total contract amount. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

7th of September, 2022
(Date) (Month) (Year)

Harco National Insurance Company

BY: [Signature]
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: Kenneth C. Turner
(Print or Type)

TITLE: Attorney-in-fact

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2021	872,838,651
DEDUCTIONS for investment in Subsidiary	146,624,592
POLICYHOLDERS' SURPLUS ALLOWED	726,214,059

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2022 is as follows:

HARCO NATIONAL INSURANCE COMPANY

67,328,000

10% of total amount bid not to

(4) The amount of the bond to which this statement and certification is attached is \$ ~~exceed \$20,000.00~~ _____

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

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: *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 or Attorney-in-Fact for each surety on the bond)

Kenneth C. Turner, as **Attorney-in-Fact** for Harco National Insurance Company
an insurance company domiciled in the State of Illinois, 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 made by me are false, this bond is VOIDABLE.

(Signature)

Kenneth C. Turner

(Printed Name)

Attorney-in-Fact

(Title)

September 7, 2022

(Date)

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2021**

ASSETS

Bonds (Amortized Value)	\$100,809,150
Stocks (Preferred Stocks)	3,288,549
Stocks (Common Stocks)	977,360,294
Cash, Bank Deposits & Short-Term Investments	8,611,716
Other Invested Assets	13,792,087
Unpaid Premiums & Assumed Balances	196,802,974
Deferred Premiums, Agents Balances & Installments booked	25,388,146
Reinsurance Recoverable from Reinsurers	127,841,052
Reinsurance - Funds Held by or deposited with reinsured companies ..	9,764,844
Current Federal & Foreign Income Tax Recoverable & Interest	5,069,944
Investment Income Due and Accrued	1,173,316
Receivables from Parent Subsidiaries & Affiliates	37,141,072
Other Assets	2,083,332
TOTAL ASSETS	<u>\$1,509,126,476</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$168,402,218
Reinsurance payable on paid losses & loss adjustment expense	58,230,118
Loss Adjustment Expenses	36,850,254
Commissions Payable, Contingent Commissions & Other Similar Charges	9,377,487
Other Expenses (Excluding Taxes, Licenses and Fees)	272,105
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,494,219
Current federal and foreign income taxes	0
Net Deferred Tax Liability	14,725,512
Unearned Premiums	136,924,064
Advance Premium	412,869
Ceded Reinsurance Premiums Payable	128,084,312
Funds held by Company under reinsurance treaties	12,636,800
Amounts Withheld by Company for Account of Others	67,554,925
Payable to Parent Subsidiaries & Affiliates	562,736
Other Liabilities	760,206
TOTAL LIABILITIES	<u>\$636,287,825</u>
Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	198,556,813
Surplus as Regards Policyholders	<u>\$872,838,651</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,509,126,476</u>

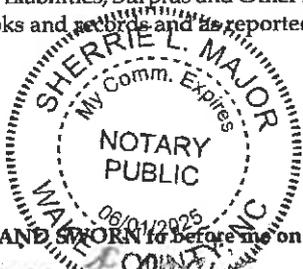
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2021, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2022.
HARCO NATIONAL INSURANCE COMPANY

J. M. Mruk

SIGNED AND SWORN to before me on this 15th day of March, 2022.

Sherril L. Major
NOTARY PUBLIC, STATE OF North Carolina





PHIL MURPHY
Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
PO BOX 325
TRENTON, NJ 08625-0325

MARLENE CARIDE
Commissioner

SHEILA OLIVER
Lt. Governor

TEL. (609) 292-6360

May 01, 2022

Company Name: HARCO NATIONAL INSURANCE COMPANY

Company Number: 99306149

RE: Certificate of Authority Distribution

As a result of our remote work initiative in response to COVID-19 the State of New Jersey Department of Banking and Insurance is delivering the Certificate of Authority for HARCO NATIONAL INSURANCE COMPANY via email (please see below). Please see our website at <https://www.state.nj.us/dobi/covid/dobicontact.html> [state.nj.us](https://www.state.nj.us) for more information.



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 01, 2022**

NAIC Company Code: **26433**

THIS IS TO CERTIFY THAT THE **HARCO NATIONAL 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, 2023, 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
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 19 - Smoke or Smudge
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure
- 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: HARCO NATIONAL INSURANCE COMPANY NAIC COMPANY CODE: 26433

STATUTORY HOME ADDRESS:

1701 GOLF ROAD

SUITE 1-600

ROLLING MEADOWS, IL 60008

SPECIAL CONDITIONS:

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # HARCO-FL622

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BRUCE M. ALLEN, KENNETH C. TURNER, KAREN L. ALLEN, GREGORY M. ALLEN

West Chester, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 07, 2022

A00307

Irene Martins, Assistant Secretary

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, Sergio Cardoso, residing in Sewell
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of Gloucester and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am President of the firm of The Ambient Group LLC.
(Bidder's Authorized Representative Title) (Bidder's Name)

_____ , the Bidder making this Bid Proposal for the Bid Packet entitled,

ROYA RESTAURANT DEMOLITION

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

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

The Ambient Group LLC.
(Bidder's Name)

BY: 
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: Sergio Cardoso
(Print or Type)

TITLE: President

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

PART I - Please check the appropriate box below:

A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - *ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:



EQUIPMENT LIST
September 1, 2022



HEAVY EQUIPMENT	
<i>Quantity</i>	<i>Description</i>
1	Caterpillar 318E Excavator 2013
1	Caterpillar 938M Loader 2017
1	Caterpillar 420 IT Backhoe 2018
1	Caterpillar D5 Dozer 2019
1	Caterpillar 279D3 Skidsteer W/Brush Cutter, Forks, Trencher
1	Caterpillar H120Es Hydraulic Hammer w/Tip
1	Kenworth T880 Triaxle Dump Truck 2019
1	Cheetah 20 Ton Tag Trailer 2010
1	Dual Axle Utility Trailer 2010
1	Big Tex Dual Axle Utility Trailer 2016
1	King's Custom 659074 Office Trailer 2000
1	Mil 824 Office Trailer 1999
1	F150 Utility Truck 2015
1	F350 Utility Truck 2015
1	F350 Utility Truck 2021
1	Core Cut CC1200XL Walk Behind Saw

1	Rotair D185 Compressor
1	DCA 25 KVA 3 Phase Isuzu Generator w/ Trailer
1	Craftsman 3500 Portable Generator
1	Honda 6500 Portable Generator
1	Lay Mor Street Sweeper
1	MBW AP2000 Plate Tamper w/Pad
2	CAT Excavator Bucket
1	Krypto Claw w/ 36" Bucket
2	1yd Hoppers
1	CAT Backhoe Bucket

EQUIPMENT	
<i>Quantity</i>	<i>Description</i>
3	36" Fans
1	Allegro Pneumatic Jet Fan
1	Allegro 9518 - Venturi Blower
2	2" Pumps
1	DeWalt Drill w/bit kit
1	DeWalt Impact Gun
1	3" Diaphragm Pump
1	Garmin Truck Route GPS
1	Jumper Cables
1	20V LI-ION Powerluber (Grease Gun)
1	Shop Vac
2	220v Heaters
1	350 Gallon Water Tank
1	1550 Gallon Water Tank
1	Ryobi Leaf Blower
1	Ryobi Table Grinder
1	2,000 Gallon Diesel AST
1	Morgantown 6" Table Vice
1	Kerosene Torpedo Heater
1	Hand Auger (w/soil sampling attachments)

1	Back Pack Pump Sprayer
4	110v sump pumps
1	Rae Systems Multi Gas Meter (Confined Space/PID)
1	Electrical Panel Temp. Service Kit
5	6' X 50' Temporary Fence Windscreen
5	Orange Barricades
13	Oversized Parking Barrels
9	Composite Pad
1	4000PSI Honda Pressure Washer
1	100 Gallon Fuel Transfer Tank and Pump/Nozzle
1	200 Gallon Fuel Transfer Tank and Pump/Nozzle
2	Chop Saw (w/blades)
2	4pt. 1/2" X 6' Cable Swings
3	50' Temp. Light Strings
1	Sawzall (w/blades)
1	Torch Kit
1	Metal Detector
1	HP Page Wide Pro MFP 477 DW Printer/Scanner/Copier
1	Brother L8900cdw Printer/Scanner/Copier
1	3" GPI Water Meter
1	2" GPI Water Meter

4	20' Chains
10	50' Rolls of Garden Hose
4	150' Circumference Upright Sprinklers
18	50' Rolls of 2" Fire Hose
2	2" Fire Hose Nozzle
4	Kenwood ProTalk Walkie/Talkie (w/charger stations)
1	NJ Fire Hydrant Key
1	4' Steel Hose Ramp
1	8ft. A-Frame Ladder
1	Elite MP250I Welder
	Various Concrete Tools
	Various Asphalt Tools
	Various Mechanics Tools (Sockets, Wrenches, Etc.)
	Various Hand Tools (Shovels, Brooms, Rakes, Etc.)

STORAGE UNITS	
<i>Quantity</i>	<i>Description</i>
1	Black Box Storage Trailer
1	50' Storage Trailer
2	20' Box Storage Trailers
1	40' Box Storage Trailer
SUPPLIES	
<i>Quantity</i>	<i>Description</i>
4	Fire Extinguishers
2	Petroleum Spill Kits
6	Respirators
24	Tyvek Suits and Nitrile Gloves
6	Extension Cords
6	Power Strips (6 Outlet)
5	Ladders
26	10' Portable Chain Link Fence Panels
2	Coolers
1	55 Gallon Drum of Bonding Agent for Stock Pile Odors
2	Folding Tables
10	Folding Chairs

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16 all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: _____ Address: _____ License No.: _____ Expiration: _____
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: _____ Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: _____ Address: _____ License No.: _____ Expiration: _____
4. Structural steel and ornamental iron work	Name: _____ Address: _____ License No.: _____ Expiration: _____
5. Other - Asbestos	Name: <u>ATI Pro Management LLC</u> Address: <u>27 outwater lane suite B Garfield NJ</u> License No.: <u>01188</u> Expiration: <u>10/24/2022 07026</u>

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

- AND -

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

SC

08/08/12

Taxpayer Identification# 371-659-374/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

ALL PRO MANAGEMENT, LLC

TRADE NAME:

ADDRESS:

27 OUTWATER LANE
GARFIELD NJ 07026

SEQUENCE NUMBER:

1735319

EFFECTIVE DATE:

08/08/12

ISSUANCE DATE:

08/08/12



Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) B205848V

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF PUBLIC SAFETY & OCCUPATIONAL SAFETY & HEALTH
ASBESTOS CONTROL & LICENSING SECTION



Asbestos License

License Number: 01188

THIS LICENSE has been issued in accordance with and is subject to the provisions of the Asbestos Control and Licensing Act, N.J.S.A. 34:5A - 32 et seq.

Employer: All Pro Management LLC

Address: 27 Outwater Ln Ste B
Garfield, NJ 07026-3813

Responsible Individual: Zvonko Veskov

Type: Type "A" LICENSE to perform any type of asbestos work

This license is VALID ONLY FOR THE EMPLOYER NAMED HEREIN and must be readily available at the work site for inspections by the Commissioners of Labor and Workforce Development and Health & Senior Services and the contracting agency.

Issue Date: 10/23/2018

Expiration Date: 10/24/2022

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

Commissioner

Certificate Number
695369

Registration Date: 05/30/2021
Expiration Date: 05/29/2023



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:

2021
All Pro Management, LLC

Responsible Representative(s):
Zvonko Veskov, President

Handwritten signature of Robert Asaro-Angelo in black ink.

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

NON TRANSFERABLE

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

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION**.

The above named Bidder, located at 2515 Glassboro Cross Keys Rd. Williamstown, NJ 08094
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the **PREVAILING WAGE COMPLIANCE DECLARATION**;

SC

BIDDER'S ACKNOWLEDGEMENT

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT.

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Sergio Cardoso

(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

ROYA RESTAURANT DEMOLITION

The Ambient Group LLC.

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

*By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:*



STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ROVA RESTAURANT DEMOLITION

The Ambient Group LLC

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: 11/2/2007

2.) State of Incorporation or Formation of bidding entity: NJ

3.) Number of years engaged in the contracting business under your present firm or trading name: 15

4.) General character of work performed by company: Soil Remediation, Demolition, UST Cleanings and removal

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

No

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

No

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

No

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

No

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

Yes



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

George St. Firehouse Demolition
Borough of South River
South River, New Jersey



Client: Borough of South River

Contact: Malay Patel; Phone: 732-951-2101 Email: malaypatel@cmeusa1.com

Contract Amount: \$114,840

Date of Completion: 12/12/20

Subcontractors: All-Pro Management – Asbestos Abatement

Project Description: This project encompassed the complete above and below grade demolition of the George St. Firehouse. The project included numerous environmental components including, the removal of two USTs, asbestos abatement, universal waste management, and non-hazardous fuel impacted soil disposal. After completion of the demolition the site was paved as per the specifications.



The Ambient Group, LLC
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Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Everlon Building Demolition
Cape May County Board of Chosen Freeholders
Lower Township, Cape May County, New Jersey



Client: Cape May County Board of Chosen Freeholders – Cape May Courthouse, New Jersey

Contact: Nancy Mauro; Ph. (609) 465-1035; Email: nancy.mauro@co.cape-may.nj.us

Contract Amount: \$2,812,181

Date of Completion: November, 2018

Subcontractors: All-Pro Management – Asbestos Abatement

Project Description: This project encompassed the complete above and below grade demolition of the Everlon building, which was an approximately 170,000 square foot building located in Lower Township, New Jersey. The project included numerous environmental components including, asbestos abatement, underground storage tank removal, soil remediation, universal waste management and hazardous and non-hazardous PCB impacted concrete disposal. After completion of the demolition the approximately 13 acre site was backfilled, graded and hydroseeded to stabilize the site.



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Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Sheriff's Annex Demolition
County of Cape May
Middle Township, Cape May Court House, New Jersey



Client: County of Cape May

Contact: Daniel Lockwood – Daniel.Lockwood@CO.Cape-May.NJ.US – PH: 609-465-1291

Contract Amount: \$27,000

Date of Completion: February, 2022

Subcontractors: None

Project Description: This project encompassed the complete above and below grade demolition of the Sheriff's Annex building located in Middle Township, New Jersey. After completion of the demolition the site was backfilled, compacted, and graded. Topsoil and seed were placed to stabilize the site.



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Williamstown, NJ 08094
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www.ambientgp.com

**Environmental Site Remediation
Roebling Block 3
Mercer County Improvement Authority (MCIA)
Trenton, New Jersey**



Client: Mercer County Improvement Authority (MCIA)

Contact: Jen Taylor – (856)-780-0501 - jtaylor@brs.com

Contract Amount: Approx. \$370,000.00

Date of Completion: September 2019

Subcontractors: All Pro, Inc. – Asbestos Abatement

Project Description: This was a complex project involving numerous waste streams and included a challenging remediation of hazardous lead soils in a below grade tunnel, onsite treatment of the hazardous lead soil, asbestos abatement, historic fill remediation, subsurface concrete demolition, site restoration and grading.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

**Environmental Remediation Services
and Parking Lot Construction
Middle Township Board of Education
Middle Township, New Jersey**



Client: Middle Township Board of Education

Contact: Mark Wagener - 973-747-4443 - mwagener@spiezie.com

Contract Amount: Approx. \$610,000.00

Date Of Completion: September, 2019

Subcontractors: Krisanna Construction – Paving; Deerfield Electric - Lighting

Project Description: This project was conducted in two phases, an environmental site remediation of a portion of the site soils contaminated with gasoline due to a former leaking underground storage tank followed by construction of a new parking lot, including striping, curbing, sidewalks, accessible ramps and lighting. A total of 4,036 tons of contaminated soil was excavated and disposed of an approved facility. The new parking lot was approximately 3,300 square yards and included 118 parking spaces.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Sewell, NJ 08080
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Soil Remediation and Restoration
179 Cranbury Neck road
Plainsboro, New Jersey



Client: Township of Plainsboro, New Jersey

Contact: Gary Bisogno Ph: 732-389-0220 Email: Garyb@najarian.com

Contract Amount: \$185,725.00

Date of Completion: September, 2020

Subcontractors: Advanced Drilling, Inc.

Project description: This project was for the remediation of pesticide, arsenic, and PAH impacted soil at the 179 Cranbury Neck Rd. site in Plainsboro Twp., NJ. The scope of work included the abandonment of 3 monitoring wells, the excavation, screening, and disposal of both impacted soils and trash. Approximately 700 tons of impacted soils and 75 tons of trash were excavated, screened and properly disposed of off-site. Following the remediation, certified clean fill and topsoil was imported to the site. The site was graded and seeded to the specifications. In addition, 85 shrubs and 10 trees were planted, and several hundred feet of 8' high deer fence was installed to protect the plantings. The project was successfully completed on schedule.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Highland Park School Demolition
Gloucester City, Board of Education
Gloucester, New Jersey



Client: Gloucester City Board of Education

Contact: Teri Weeks 856-456-7000 Email: tweeks@gcsd.k12.nj.us

Contract Amount: \$254,400.00

Date of Completion: August 2020

Subcontractors: USA Environmental – Asbestos Abatement

Project Description: This project encompassed the complete above and below grade demolition of the Highland Park Elementary School located in Gloucester City, NJ. The project included numerous environmental components including, asbestos abatement, universal waste management, and the removal of a 4,000 Gallon UST. After completion of the demolition the site was backfilled, graded and seeded for stabilization.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Camden Labs Demolition
Camden Redevelopment Agency
Camden, New Jersey



Client: Camden Redevelopment Agency

Contact: Jim Harveson; Ph. 856-757-7600; Email: jaharves@ci.camden.nj.us

Contract Amount: \$1,092,000.00

Date of Completion: April, 2019

Subcontractors: All-Pro Management – Asbestos Abatement

Project Description: This project encompassed the complete above and below grade demolition of the Camden Labs complex, which included several buildings totaling approximately 50,000 sf, located on a 3.9 acre parcel. The project included numerous environmental components including, asbestos abatement, universal waste management and non-hazardous PCB impacted concrete disposal. After completion of the demolition the site was backfilled, graded and seeded to stabilize the site.



The Ambient Group, LLC
2515 Glassboro Cross Keys Rd
Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

**PCB Contaminated Soil Remediation
230 W. Crescent Ave.
Borough of Allendale
Allendale, New Jersey**



Client: Borough of Allendale, New Jersey

Contact: Amy E. Wilczynski ph. 201-819-7727 - amywilczynski@Allendalenj.gov

Contract Amount: Approx. \$447,000.00

Date of Completion: March, 2021

Subcontractors: None

Project Description: This project included the remediation of approximately 1,100 tons of TSCA regulated PCB contaminated soil. The project was completed in two phases and included excavation, loading, and transportation via intermodal shipping of the contaminated soil to an EPA approved disposal facility in Michigan. After completing the remedial excavation, the excavation was backfilled, compacted and graded.



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Williamstown, NJ 08094
P 856-582-1765
F 856-582-2114
www.ambientgp.com

Rodney Complex Demolition City of Newark, Delaware



Client: City of Newark, Delaware

Contact: Tim Filasky Ph: 302-366-7000 Email: tfilasky@neark.de.us

Contract Amount: \$985,600.00

Date of Completion: March, 2019

Subcontractors: Shade LLC. – Asbestos Abatement

Project Description: This project encompassed the complete above and below grade demolition of the Rodney Dorm Complex, which was a four building University of Delaware dormitory complex in Newark, Delaware. The project included numerous environmental components including asbestos abatement, hydraulic tank removal, universal waste management and concrete disposal. After completion of the demolition the approximately eight acre site was graded in preparation for the next phase of the project.

BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF Gloucester | SS.

I, Sergio Cardoso, residing in Sewell
(Authorized Representative Name) (Municipality Name)

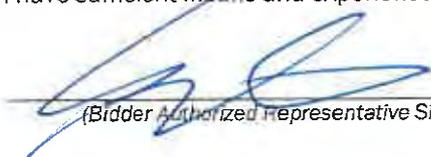
In the County of Gloucester and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am President of the firm of The Ambient Group LLC.
(Authorized Representative Title) (Bidder Name)

_____ the Bidder submitting this Bid Packet for the Project, entitled

ROVA RESTAURANT DEMOLITION

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: 
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Sergio Cardoso
(Print or Type)

TITLE: President

This Bid Packet has been Sworn and Subscribed before me this

6th Day of September, 20 22

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC


(Notary Public Signature)

Charles Iepson
(Print or Type Name)

My Commission Expires 10/14/2026

CHARLES IEPSON
Notary Public, State of New Jersey
My Commission Expires 10/14/2026

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Ambient Group, LLC

2 Business name/disregarded entity name, if different from above

Ambient

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2515 Glassboro Cross Keys Road

6 City, state, and ZIP code

Williamstown, NJ 08094

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									

or

Employer identification number									
2	0	-	8	1	2	3	6	3	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶



Date ▶ 7/1/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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