# **BID**

Proposal of Allied F	Painting, Inc.	(hereinafter ca	alled "BIDDER"),	organized and
existing under the laws of th	ne State of <u>NJ</u>	doing business as	Allied Painting,	inc To the
Borough of Surf City	(hereinafter ca	lled "OWNER").		

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank, Borough of Surf City" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Project in the time periods specified in the Special Conditions entitled, "Construction Schedule/Time for Completion". BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

The following documents are made a condition of this BID. Failure to submit all mandatory documents in accordance with NJSA40A:11-23.2) shall be cause for the BID to be rejected. Failure to submit all other documents in accordance with NJSA40A:11-23.1b may be cause for the BID to be rejected:

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required	with Submission of Bid Initial Each Item Submitted with	
	Checkmarks) (Bidder's Initia	als)
Х	Bid Bond as required by NJSA 40A:11-21	K
X	Consent of Surety pursuant to NJSA 40A:11-22	
Х	Certification As to Corporate Principal	16/
Х	Statement of Corporate Ownership, pursuant to NJSA 52:25-24.2	2/
Х	Subcontractors Identification Form – required by NJSA 40A:11-16	90
Х	Acknowledgement of Receipt of Change to Bid Documents, if applicable	A.
X	Certificate of Public Works Contractor Registration for Primary Contractor	20
Х	Submission of a Non-Collusion Affidavit (THIS FORM MUST BE NOTARIZED)	1/7_
χ.	Disclosure of Investment Activities in Iran	X-
Х	Bid Document Submission Checklist	HC
Х	Proof of Certification from the Society For Protective Coatings (SSPC) in accordance with the requirements of QP1 and QP2 standards.	9C

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

	d with ion of Bid 's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	(Owner		sion of Bld	Initial Each Ite Submitted wit dder's Initials)	
X	Public Works Regis	tration for All bmit with Bid or prior	X	X	Wages	ement of Prevailing	2
X	Affirmațive Action	Affidavit	2	X		ement of Alternative plution Clause (ADR)	<i>X</i>
X		Jersey Business ime Contractor and all bmit with Bid or prior	2	X		Action Agreement	OC .
Х	Experience Question	onnalre	DC.	N/A	Insurance Co Award)	ertificates (Upon	
Х	Equipment Certific	ation	JC	N/A	_	Performance and and (Upon Award)	) DC
Х	Acknowledgement Damages	t of Liquidated	1	Х	certification	ntary, informational c forms and any other red within the bid spec	ır (کراکر)

gnature: The undersigned her	20,000	• • • • • • • • • • • • • • • • • • • •	
me of Bidder: Allied Painting, I	<u> 110.                                  </u>		
Authorized Representative:	_/_/		
gnature:	- ( Un-	<u> </u>	
int Name and Title: James Car	non, President		
ate: April 5, 2022		_	

# BID SCHEDULE 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank, Borough of Surf City

The BIDDER shall submit lump sum prices and unit prices for each of the ten (10) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

Item No.	Spec Reference	Description	Quan	(Ity.	Unit Price Written in Figures	Extension
1	Special Conditions	Performance Bond	1	LS	\$5,000.00	\$5,000.00
	Unit Price in s:	Five Thousand Dollars & Z	ero Cen	ts		
2	Special Conditions	Payment Bond	1	LS	\$ 500.00	\$ 500.00
	Unit Price in s:	Five Hundred Dollars & Ze	ero Cent	S		
3	General Conditions	Mobilization	1	LS	\$5,000.00	\$5,000.00
	Unit Price in s:	Five Thousand Dollars & 2	Zero Cer	nts	,	
4	02100 Appendix A Appendix B Appendix C	Tank Repairs – Furnish all materials, labor and equipment for repairs of the elevated 200,000 gallon water storage tank.	1	LS	\$77,800.00	\$77, 800.00
	Unit Price in Ist	Seventy-Seven Thousand	l Eight H	undre	d Dollars & Zero	Cents
5	02200 Appendix A Appendix B Appendix C	Interior/Exterior Painting — Furnish all materials, labor and equipment necessary for interior/exterior cleaning and painting of the elevated 200,000 gallon water storage tank.	1	LS	\$510,000.00	\$510,000.00
	e Unit Price in: ds:	Five Hundred Ten Thous	and Doll	ars & Z	Zero Cents	

2200 ppendix A ppendix C  it Price in  22100 Appendix A Appendix B Appendix C	Exterior Logo Painting Allowance – Furnish all materials, labor and equipment necessary for the painting of an exterior logo on two (2) sides of the water storage tank Fifteen Thousand Dollars and No Co	1 ents	LS	\$15,000.00 \$50.00	\$15,000.00
2100 Appendix A Appendix B	Pit Repairs – Furnish all materials, labor and equipment necessary to repair all pit areas		EA	\$50.00	\$2,500.00
Appendix A Appendix B	materials, labor and equipment necessary to repair all pit areas	50	EA	\$50.00	\$2.500.00
	loss or as directed by the Owner's representative.				<b>**</b>
nit Price in	Fifty Dollars & Zero Cents				
02100 Appendix A Appendix B Appendix C	Carbon Steel Patch Plates - Furnish all materials, labor and equipment necessary to fillet weld carbon steel patch plates as directed by the Owner's representative.	100	SF	\$50.00	\$5,000.00
nit Price in	Fifty Dollars & Zero Cents				
02300 Appendix A Appendix B Appendix C	labor and equipment necessary to relocate existing Municipal antenna and equipment to temporary ballast pole or containment system and reinstall new antenna and equipment		ĻS	\$15,000.00	\$15,000.00
	2100 ppendix A ppendix C  it Price in  2300 Appendix A Appendix B Appendix C	Carbon Steel Patch Plates - Furnish all materials, labor and equipment necessary to fillet weld carbon steel patch plates as directed by the Owner's representative.  Fifty Dollars & Zero Cents  Municipal Antenna and Equipment Relocation Alpoendix A Appendix C labor and equipment necessary to relocate existing Municipal antenna and equipment to temporary ballast pole or containment system and reinstall new antenna and equipment back on the 200,000 gallon water storage tank.  Fifteen Thousand Dollars and No	Carbon Steel Patch Plates - Furnish all materials, labor and equipment necessary to fillet weld carbon steel patch plates as directed by the Owner's representative.  Fifty Dollars & Zero Cents  Municipal Antenna and Equipment Relocation Allowance - Furnish all materials, labor and equipment necessary to relocate existing Municipal antenna and equipment to temporary ballast pole or containment system and reinstall new antenna and equipment back on the 200,000 gallon water storage tank.  Fifteen Thousand Dollars and No Cents	Carbon Steel Patch Plates - Furnish all materials, labor and equipment necessary to fillet weld carbon steel patch plates as directed by the Owner's representative.  Fifty Dollars & Zero Cents  Municipal Antenna and Equipment Relocation Alppendix A Appendix B Appendix C  Municipal Antenna and Equipment Relocation Allowance - Furnish all materials, labor and equipment necessary to relocate existing Municipal antenna and equipment to temporary ballast pole or containment system and reinstall new antenna and equipment back on the 200,000 gallon water storage tank.  Fifteen Thousand Dollars and No Cents	2100 ppendix A ppendix B ppendix C  It Price in Appendix B Appendix A Appendix B Appendix C  It Price in Allowance - Furnish all materials, labor and equipment Relocation Allowance - Furnish all materials, labor and equipment necessary to relocate existing Municipal antenna and equipment to temporary ballast pole or containment system and reinstall new antenna and equipment back on the 200,000 gallon water storage tank.  Init Price in  Fifteen Thousand Dollars and No Cents

Item No.	Spec Reference	Description	Quant	ity	Unit Price Written in Figures	Extension
10	02100 Appendix A Appendix B Appendix C	Obstruction Lighting – Furnish all materials, labor and equipment necessary for the installation of a double fixture, red, LED obstruction light on top of the water storage tank including photo cell, 2-inch pole mount, 175 LF 1-inch galvanized conduit and service wire, conduit mounting hardware, wiring, welding, excavation and connection to existing electric service located within adjacent structure on the south side of the water storage tank	1	LS	\$20,000.00	\$20,000.00
Write	Unit Price in	Twenty Thousand Dollars & Ze	ro Cents			

Six Hundred Fifty-Five Thousand Eight
Hundred Dollars & Zero Cents
Total Price in Words (Items 1-10)

\$655,800.00

Total Price in Figures (Items 1-10)

Respectfully submitted,

(Signature) James Cannor, President

(Title)

not applicable

License No. (if applicable)
Seal - If BID is by a Corporation

4 Larwin Road, Cherry Hill, NJ 08034

(Address)

April 5, 2022

(Date)

# **BID GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,					
Allied Painting, Inc. as Principal, and Fidelity and Deposit Company of Maryland					
as Surety, are hereby held and firmly bound unto Borough of Surf City					
as OWNER in the sum of 10% of the amount of the Bid, but no more* for payment of which, well and truly to be					
made, we hereby jointly and severally bind ourselves, successors and assigns. *than \$20,000.00					
Signed, this					
2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank					
NOW, THEREFORE,  (a) If said BID shall be rejected, or					
(9) It 2did DID 2(ign DE (cleared) of					
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.					
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.					
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.  Allied Painting, Inc.					
(Principal) James Cannon, President (L.S.)					
Fidelity and Deposit Company of Maryland (Surety)  By:					
John P. Sedor, Attorney-in-Fact					

# CERTIFICATE FROM A SURETY COMPANY N.J.S.A. 40A:11-22 et. seq.

# KNOW ALL PERSONS BY THESE PRESENTS: that

Fidelity and Deposit Company of Ma	yland			<del>*************************************</del>
	Name of Surety)			
a corporation created and existing under the laws	of the State of <u>Illinois</u>		····	
whose principal office is in2000	Market Street, Suite 1100, P	hiladelphia, PA	19103	
duly authorized to transact business in the State	of New Jersey (hereinafter	called the Su	rety), hereby	undertakes
that if the accompanying bid of Allied Painting,	Inc.			
•	e of BIDDER)			
of 4 Larwin Road, Cherry Hill, NJ 08034				
(hereinafter called the BIDDER), dated April 5, 20	22_ for			
2022 Repairs/Painting of the Elevated 200,000 Gr	llon Water Storage Tank	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	<b></b>	<del>-</del>
be accepted as to any or all of the Items of mater	ial and workmanship prop	osed to be fu	rnished ther	eby, or as to
any portion of the same, the said BIDDER shall w	thin ten (10) days after no	itice of the av	vard of conti	act, enter into
a Contract with				
Borough of Surf City				·
	(Name of Owner)			
(hereinafter called the Obligee), and give bond w	ith good and sufficient su	rety for the fa	ithful perfor	mance of such
contract in the full amount of the contract price,	not to exceed 655,800	,0∆dollars, or,	, in the even	t of the failure
of the BIDDER to enter into such contract and gi	e such bond, the Surety s	hall pay the C	bligee the d	ifference
between the amount specified in said bid and th	e amount for which the O	bligee may co	ontract with	another party
to perform the work covered by said bid, if the i	itter amount be in excess	of the former	· <b>,</b>	
Provided and subject to the condition p	recedent:	-		
That any sults at law or proceedings in	equity brought or to be br	ought against	t the Surety 1	to recover any
claim hereunder must be instituted and service	nad upon the Surety with	n ninety (90)	days after th	ie acceptance of
said bid of the Principal by the Obligee.				
IN WITNESS THEREOF, the undersigned	corporation has caused ti	nis agreemen	t to be signe	d by its proper
officers and its Corporate Seal to be affixed here	to this 5th pany of Maryland	day of	April	A.D. 20 <u>22</u> ,
By: John P. Sedor, Attorney-	n-Fact			
Witness: Althleen alyans Kathleen Abrams				CSC 1 of 1

# CERTIFICATE AS TO CORPORATE PRINCIPAL

s principal in the within bid; thathen	, certify that I am the Secretary of the corporation name who signed the bid on behalf of the Principal w of said corporation, that I know his/h	a
ignature, and his/her signature thereto is attested to for and on behalf of said corporations.	genuine; and that said bid was duly signed, sealed, a	
Oate:	Name	
	Title	

**Corporate Seal** 

# EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th \_\_\_\_ day of April \_\_\_\_\_\_, 2022\_\_\_.







Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

# SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

#### Fidelity and Deposit Company of Maryland,

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2020, which amounts have been certified on a Certification by Pricewaterhouse Coopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

#### Fidelity and Deposit Company of Maryland, \$287,637,163

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2021 is as follows:

# Fidelity and Deposit Company of Maryland, \$26,792,000

The amount of the bond to which the statement and certification is attached is 10% of the amount of the Bid, but no more than \$20,000.00

- (1) 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 insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and,

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

#### CERTIFICATE

I, Robert D. Murray, as Vice President for Fidelity and Deposit, a corporation domiciled in 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.

Robert D. Murray, Vice President

Dated: July 12, 2021 Effective: July 1, 2021

# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 1299 Zurich Way Schäumburg, IL 60196

# Statement of Financial Condition

As Of December 31, 2020

#### ASSETS

ASSETS	262 624 224
Bonds\$ Stocks	202,024,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Cash and Short-Yelli hivestness summing	17,293,466
Reinsurance Recoverable	114,253
Federal Income Tax Recoverable	
Other A acquiste Receivable	29,083,530
TOTAL ADMITTED ASSETS\$	332,050,756
TOTAL ADMITTED ASSERBANGAMAN	
LIABILITIES, SURPLUS AND OTHER FUNDS	ሮሳ <u>ስ</u> ይበፅ
Reserve for Taxes and Expenses	539,588
Caded Reinstrance Premnims Pavable	43,847,005
Remittances and Items Unallocated	Ų
Devalte to perpute only and affiliates	Ų
Securities Lending Collateral Liability	<u>U</u>
Securities Lending Collateral Liability	44,413,593
Civilat Oracle Bold IIs 5,000,000	
Capital Stock, Pate Op	
	287,637,163
Surplus as regards Policyholders	
TOTAL\$	334,030,730

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

Laura J. Layarcyyk

Corporate Secretary

State of Illinois
City of Schaumburg

Subscribed and swom to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.

RYAN HORGAN Official Seal Notary Püblic - State of Illinois My Commission Expires Dec 10, 2024

Prys Hory

Notary Public

# The Fidelity and Deposit Company of Maryland

AMB #: 000387 NAIC #: 39306 FEIN #: 133046577
Domiciliary Address
1299 Zurich Way
Schaumburg, Illinois 60196-1056
United States

Web: www.zurlchna.com Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations,



View additional news, reports and products for this company.

Based on AM Best's analysis, 086976 - Zurich Insurance Group Ltd is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

#### Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)

Affiliation Code: g (Group)

Outlook (or Implication): Stable
Action: Affirmed

Effective Date: October 01, 2021

Initial Rating Date: June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Positive

Action: Affirmed

Effective Date: October 01, 2021
Initial Rating Date: September 14, 2004

Financial Size Category View Definition

Financial Size Category: XV (\$2 Billion or greater)

u Denotes Under Review Best's Rating

# See Attached

# **BID GUARANTEE**

KNOW A	ALL MEN BY THESE PRESENTS, th	at we, the undersigned,
	as Principal, and	<u> </u>
as Surety, are he	ereby neid and firmly bound unt	o for payment of which, well and truly to be
as OWNER In the	e sum or by jointly and severally bind ours	relves, successors and assigns.
-		
Signed,	thisday of	20 The Condition of the above
abligation is suc	h that whereas the Principal has	supmitted toa certain
BID, attached he	ereto and hereby made a part h	ereof to enter into a contract in writing, for the
NOW, T	THEREFORE,	
(a) If sa	aid BID shall be rejected, or	
Cor a B lab agr the lial am	ntract attachment hereto (proper OND for faithful performance of or furnishing materials in conner eement created by the acceptance same shall remain in force and bility of the Surety for any and pount of this obligation as herein	
its BOND shall h	be in no way impaired or affected	stipulates and agrees that the obligations of said Surety and by any extension of the time within which the OWNER may valve notice of any such extension.
them as are co	WHEREOF, the Principal and the propertions have caused their coproper officers, the day and ye	Surety have hereunto set their hands and seals, and such of rporate seals to be hereto affixed and these presents to be ar first set forth above.
		(L.S.)
(Princi	pal)	
(Suret	<u></u>	<del></del>
Bv:		

# See Attached CERTIFICATE FROM A SURETY COMPANY N.J.S.A. 40A:11-22 et. seq.

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Surety)		
a corporation created and existing under the laws of the State of		
whose principal office is in		
duly authorized to transact business in the State of New Jersey (herel	nafter called the Surety), hereby	undertakes
that if the accompanying bid of		
(Name of BIDDER)		
of		
(hereinafter called the BIDDER), datedfor		
be accepted as to any or all of the Items of material and workmanshi		
any portion of the same, the said BIDDER shall within ten (10) days a	fter notice of the award of contra	act, enter into
a Contract with		
(Name of Owner		
(hereinafter called the Obligee), and give bond with good and suffici	ent surety for the faithful perforr	nance of such
contract in the full amount of the contract price, not to exceed	dollars, or, in the event	of the failure
of the BIDDER to enter into such contract and give such bond, the Su	urety shall pay the Obligee the di	fferenc <del>e</del>
between the amount specified in said bid and the amount for which	n the Obligee may contract with a	nother party
to perform the work covered by said bid, if the latter amount be in e	excess of the former.	
Provided and subject to the condition precedent:		
That any suits at law or proceedings in equity brought or to	be brought against the Surety to	recover any
claim hereunder must be instituted and service had upon the Surety	y within ninety (90) days after the	acceptance o
said bid of the Principal by the Obligee.		
IN WITNESS THEREOF, the undersigned corporation has car	used this agreement to be signed	by its proper
officers and its Corporate Seal to be affixed hereto this	day of	A.D. 20
Ву:		

# CERTIFICATE AS TO CORPORATE PRINCIPAL

i, <u>Jam</u>	es Cannon		am the Secretary of the corporation named
as principal	In the within bid; that Jam		igned the bid on behalf of the Principal was
then <u>Pres</u> i	dent		f said corporation, that I know his/her
signature,	and his/her signature ther	eto is genuine; and th	nat said bid was duly signed, sealed, and
attested to	for and on behalf of said co	rporation by authority	of the Board of Directors.
Date: <u>A</u> r	ril 5, 2022	James Cannon	Name
		President	
			Title '

Corporate Seal

# STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Vama a	f Organization: Allied Painting, Inc.
varne c	Olganización, Amos Vanas granda
Organiz	ation Address: 4 Larwin Road, Cherry Hill, New Jersey 08034
Part I	Check the box that represents the type of business organization:
	Sole Proprietorship (skip Parts II and III, execute certification in Part IV) Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership Limited Partnership Limited Liability Partnership (LLP) Other (be specific):
Part II	
Ø	The list below contains the names and addresses of all stockholders in the corporation who won 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)
	OR
	No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be (SKIP TO PART IV)
/Blook	a attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
James Cannon	3215 Main Road, Franklinville, NJ 08034
Sandy Cannon	3215 Main Road, Franklinville, NJ 08034
Cannon Family Trust	3215 Main Road, Franklinville, NJ 08034

# Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
NOT APPLICABLE	

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address		
NOT APPLICABLE			

#### Part IV Certification

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

		<u> </u>		· · · · · · · · · · · · · · · · · · ·	
Full Name (Print):	James Canad	on	Company of the Control of the Contro	Title:	President
Signature:				Date:	April 5, 2022
Signature	1				

# LIST OF SUBCONTRACTORS

CONTRACTORS MUST DISCLOSE ONLY SUBCONTRACTORS WHO ARE WITHIN ENUMERATED CATEGORIES OF N.J.S.A. 40A:11-16.

Name, Address and Telephone Number	Type of Work
None	
•	

# ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS, OR ADDENDA

**ACKNOWLEDGEMENT** is hereby made of the following NOTICES, REVISIONS OR ADDENDA which have been received since the advertisement of the Contract Documents:

\_\_\_\_\_ dated \_\_\_\_

		/
	, dated	,20
	, dated	,20
,	•	
Submitted to Borough of Surf City		
		•
	(a Corporation)	
by Allied Painting, Inc.	a Co-partnership	
by Allicy i difficulty. In the	an Individual	
1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Invent 00024	
Principal Office: 4 Larwin Road, Cherry Hill, 1	vew Jersey Vous4	

NONE\_\_\_\_, dated\_

Number/Type

Corporate Officer Signature:

Print Corporate Officer Name: James Cannon, President

# NEW JERSEY BUSINESS REGISTRATION PL 2004, C.57 NJSA 52:32-44 et . seq)

The BIDDER shall provide a copy of his and all Subcontractor's "New Jersey Business Registration Certificate" with the Bid or prior to award of contract.

Signature:

Print Name:

James Cannon, President

\*See detailed procedures in the Instruction to Bidders, Page IB 2 of 6.

# THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (NJSA 34:11-56:48, et. seq)

The BIDDER shall provide a copy of his and all Subcontractor's "Contractor Registration Certificate" with the Bid or prior to award of contract.

Signature:

Print Name:

James Cannon, President

# NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY		SS.
COUNTY OF <u>CAMDEN</u>	<del></del>	<b>33</b>
I, James Cannon	residing in Franklinville	in the County of Gloucester and
(Name of Afflant)	(Name of Municipal	age, being duly sworn according to law on my
the State of New Jersey	Or tuit	age, being duly sworn according to law on my
oath depose and say that:		·
l am President	of the firm of Allied Painting, Inc.	
(Title or Position)	(Namo	e of Firm)
	2022 Re	pairs/Painting of the Elevated 200,000 Gallon
the bidder making the Pro	posal for the bid entitled <u>Water St</u>	torage Tank (Title of Bid Proposal)
restraint of free, competitic contained in said Proposal Borough of Surf City  (Name of Contracting Unit)  and in the statements contained in the statement contained in t	ve bidding in connection with the and in this affidavit are true and connection with the and connection with the and connection with the true and connection with the true and connection with the analysis of the connection with the analysis of the connection with the conn	y collusion, or otherwise taken any action in above named project; and that all statements correct, and made with full knowledge that the ith of the statements contained in said Proposal g the contract for the said project.  employed or retained to solicit or secure such
contract upon an agreeme	ent or understanding for a commis	ision, percentage, brokerage or contingent fee,
except bona fide employe	es or bona fide established comm	nercial or selling agencies maintained by
Allied Painting, Inc.		(N.J.S.A, 82734-15)
(Name of Contractor)	(Type or James Cannon, P	print name of afflant under signature) resident
SUBSCRIBED AND SWORN  5 DAY OF  NOTARY PUBLIC OF  MY COMMISSION EXPIRES	2022	
(SEAL)		

MICHELE A. MASSO
A Notary Public of New Jersey
My Commission Expires 8/17/2025

NCA 1 OF 1

# AFFIRMATIVE ACTION AFFIDAVIT NOTICE TO CONTRACTORS RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127

# PROCUREMENT AND SERVICE CONTRACTORS:

Bidders are required to comply with the requirements of P.L. 1975, c.127.

# A. ALL CONTRACTORS

- 1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

	The	ollowing quest	tions must i	be answe	ered by a	il prospe	ctive cont	ractors:	
1.	Do you have	a Federally app	proved or s	sanctione	ed Affirma	itive Acti	on Prograr	n?	
	Yes						No_	<del></del>	
		If "Yes", p	lease subm	nit a photo	to static c	opy of su	ich approv	al.	
2.	Do you have	e a State Certific	cate of Emp	ployee Ini	nformation	n Report	Approval?		
	Yes						No		
		if "Yes", p	lease subm	nit a phot	to static c	opy of su	ıch approv	al.	
The i	undersigned ( irement of P.L	contractor cert . 1975, c. 127, a	ifies that I and agrees	he/she is to furnisi	is aware sh the req	of the ourred do	commitme cumentatio	nt to comp on pursuan	oly with the t to the law.
		Allied Painting, 4 Narwin Road, James Cannon, 856-429-3400	Chefry Hill	New Jers	sey 08034				<del>-</del> - - -
	FIIOHE	000 720-0400							

# **EXPERIENCE QUESTIONNAIRE**

The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract he has done, to give references and such other detailed information that will enable the Owner and the Engineer to Judge his responsibility, experience, skill, and business standing.

The Borough shall have the right to reject any BIDS submitted by a BIDDER whose experience for this type of work, under this project, is deemed by the Borough's Governing Body to be inadequate.

	prough of Surf City	1		
	_		a Corporation	
By Allied Pair	nting, Inc.		a Co-partnership	
			an Individual	
Contact Person	: James Cannor	, Cherry Hill, New . n, President	Jersey 08034	
•	f the proposal gua		d accuracy of all statements and of all answers to interrogator	es
	you, as Contracto		he construction business under present Individual or Compa	ny
agency? If yes,	, explain.		execute and/or complete a contract awarded to you by a pub	ilic
List below, Cor	ntract Work, of a s	similar nature and m st three (3) years.	agnitude to that to be performed for this project, completed	l or
,			•	
•		Telephone	•	
Owner	Contact		Description of Project Contract Amount	
•	Contact Person	Telephone	Description of Project Contract Amount	
Owner or Agency	Contact Person	Telephone	Description of Project Contract Amount	
Owner or Agency	Contact Person	Telephone	Description of Project Contract Amount	
Owner or Agency	Contact Person	Telephone	Description of Project Contract Amount	

#### **EQUIPMENT CERTIFICATION**

# INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:

If the BIDDER owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the BIDDER not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

# "This is to certify that I, the BIDDER, signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract Drawings and in the Contract Specifications". April 5, 2022 Date Date Date Signature of BIDDER James Cannon, President PART 2 "This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the BIDDER named below the control of said equipment during such time as may be required for that portion of the work described on the Contract Drawings and in the Contract Specifications for which said equipment is necessary".

Date		Signature of Owner or Controller of Equipment
Name of BIDDER	LICT OF FOLUDATAT	Business Address and Telephone Number of Above
See Attached	LIST OF EQUIPMENT	

(Attach Additional Sheets as Required)

### ACKNOWLEDGMENT OF LIQUIDATED DAMAGES

Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the General Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section entitled "Construction Schedule/Time of Completion." Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality \$500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder's breach and continuing each day thereafter, as provided in Section entitled "Time For Completion and Liquidated Damages" of the General Conditions. Bidder further acknowledges and agrees that the actual losses arising from Bidder's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

Submitted to the Borough of Surf City	
by Allied Painting, Inc.	a Corporation  a Co-partnership  an Individual
Principal Office: 4 Larwin Road, Cherry Hill, NJ	08034
Corporate Officer Signature:	
Print Corporate Officer Name: James Cannon,	President

# ACKNOWLEDGEMENT OF PREVAILING WAGE

Contractor certifies that all State prevailing wage regulations, as well as the State and Federal Labor Standards Provisions where applicable, will apply.

Affiled Painting, Inc.

Signature:\_

Print Name: James/Cannon, President

# ACKNOWLEDGEMENT OF ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:1150, contractor acknowledges and agrees to the following:

In the event that any construction dispute arises between the parties that the parties cannot themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be submitted to binding arbitration to be conducted by JAMS and shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the laws of the State of New Jersey. Each party shall pay for one-half of the JAMS costs, except that the prevailing party in any such binding arbitration shall be awarded its reasonable attorneys' fees and costs relating thereto. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c. 198 (C. 40A:11-1, et seq.). Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering, or management, or whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Finally, nothing set forth herein shall prevent any party from seeking injunctive or declaratory relief in a court of competent jurisdiction at any time.

Allied Painting, Inc.

Signature:

Print Name:

James Cannon, President

# **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

	Proposer:	Allied Painting, Inc.
Pursuant to Public Law 2012, c. 25, any person of entity enter into or renew a contract must complete the certific person or entity, or one of the person or entity's parents, and maintained by the New Jersey Department of Treasury ran. If the Director finds a person or entity to be in violational take action as may be appropriate and provided by law canctions, seeking compliance, recovering damages, desuspension of the person or entity.  I certify, pursuant to Public Law 2012, c. 25, that the person it a proposal:	ation below to subsidiaries, or y as a person or on of the princion, rule of conticiaring the par	aftest, under penalty of perjury, that the affiliates, is not identified on a list created entity engaging in investment activities in ples which are the subject of this law, s/he ract, including but not limited to, imposing ty in default and seeking debarment or
Is not providing goods or services of \$20,000,000 of entity that provides oil or liquefied natural gas tan used to transport oil or liquefied natural gas, for the AND	kers, or produc	cts used to construct or maintain pipelines
Is not a financial institution that extends \$20,000, days or more, if that person or entity will use the liran.	000 or more in credit to provid	credit to another person or entity, for 45 le goods or services in the energy sector in
In the event that a person or entity is unable to make subsidiaries, or affiliates has engaged in the above-description of the activities must be provided in Part 2 be to provide such will result in the proposal being rendeand/or sanctions will be assessed as provided by law.  PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATION must provide a detailed, accurate and precise descriparents, subsidiaries or affiliates, engaging in the invest box below.	referenced act elow to the Mu ered as non-re FED TO INVESTI elotion of the ac	nicipality under penalty of perjury. Failure sponsive and appropriate penalties, fines  MENT ACTIVITIES IN IRAN ctivities of the proposer, or one of its
NOT ADDITION OF		a Dranacor
Name: NOT APPLICABLE  Description of Activities:	Relationship t	o Fiupuser.
Name: NOT APPLICABLE  Description of Activities:  Duration of Engagement:  Proposer Contact Name:		essation Date:



# State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y, OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

https://www.njstart.gov Telephone (609) 292-4886 / Facsimile (609) 984-2575 ELIZABETH MAHER MUOIO State Treasurer

> MAURICE A. GRIFFIN Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

- 1. AK Makina Ltd.
- 2. Amona
- 3. Bank Markazi Iran (Central Bank of Iran)
- 4. Bank Mellat
- 5. Bank Melli Iran
- 6. Bank Saderat PLC
- 7. Bank Sepah
- 8. Bank Telarat
- 9, China International United Petroleum & Chemicals Co., Ltd. (Unipec)
- 10. China National Offshore Oil Corporation (CNOOC)
- 11. China National Petroleum Corporation (CNPC)
- 12. China National United Oil Corporation (ChinaOil)
- 13. China Ollfield Services Limited
- 14. China Petroleum & Chemical Corporation (Sinopec)
- 15. China Precision Machinery Import-Export Corp. (CPMIEC)
- 16. Indian Oil Corporation
- 17. Kingdream PLC
- 18. Naftiran Intertrade Company (NICO)
- 19. National Iranian Tanker Company (NITC)
- 20. Oil and Natural Gas Corporation (ONGC)
- 21. Oil India Limited
- 22. Persia International Bank
- 23. Petroleos de Venezuela (PDVSA Petróleo, SA)
- 24. PetroChina Company, Ltd.
- 25. Sameh Afzar Tajak Co. (SATCO)
- 26. Shandong Fin Cnc Machine Company, Ltd.
- 27, Slnohydro Co., Ltd.
- 28, SK Energy Co. Ltd.
- 29. SKS Ventures
- 30. Som Petrol AS
- 31. Zhuhal Zhenrong Company

List Date: January 10, 2022



4 Larwin Road • Cherry Hill, NJ 08034 • Phone (856) 429-3400 • Fax (856) 429-0696

# **CORPORATE RESOLUTION**

As adopted by the Board of Directors at a meeting on June 9, 2009, the officers listed below are appointed and authorized to independently approve and execute on the Corporation's behalf, the following documents:

- · Contracts and Bonds
- Addenda, Change Order, Supplemental Agreement
- Contractor's Statement of Experience, Equipment and Financial Condition

<u>NAME</u> <u>TITLE</u>		DOCUMENT	
James Cannon	President/Owner	All	
Sandy Cannon	Secretary/Owner	All	

This Corporate Resolution is still in effect as of April 5, 2022.

JAMES CANNON President DY CANNOI Secretary



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

ALLIED PAINTING, INC.

Trade Name:

Address:

4 LARWIN ROAD

CHERRY HILL, NJ 08034

Certificate Number:

0099731

Effective Date:

February 10, 1993

Date of Issuance:

August 25, 2010

For Office Use Only:

20100825085113756



03/20/2024 03/21/2022

Registration Date:

Expiration Date:

# 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:

Alled Panting 14C.

Responsible Representative(s): Sandy Cannon, Secretary

Responsible Representative(s):

James Cannon, President

Robert Asaro-Angelo, Commissioner

Department of Labor and Workforce Development

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



PHILIP D. MURPHY

Governor
LOCATION
101 S BROAD ST
TRENTON NJ 08608

# STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF CODES AND STANDARDS LEAD HAZARD UNIT

LT. GOVERNOR SHEILA Y. OLIVER

Commissioner

MAILING ADDRESS 101 S BROAD ST TRENTON NJ 08818

6/22/2021

00136-A

ALLIED PAINTING INC 4 LARWIN ROAD CHERRY HILL NJ 08034

Dear JAMES CANNON

Enclosed is the certification necessary for your firm to work as a Lead Abatement Contractor in New Jersey. If you have any questions or need additional information, please call at (609) 633-6224.

Sincerely,

O, Tex Falajiki

Supervisor of Certification

Lead Hazard Unit







PUBLIP D. MURPHY

Covenor LOCATION 101 S BROAD ST TRENTON NJ 08608

### STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF CODES AND STANDARDS LEAD HAZARD UNIT

LT GOVERNOR SHEILA Y, OLIVER

Commissioner

MAILING ADDRESS 101 S DROAD ST TRENTON NJ 08618

# Certificate - Lead Abatement Contractor

# RECERTIFIED

This is to certify that the Department of Community Affairs has certified

ALLIED PAINTING INC **4 LARWIN ROAD** CHERRY HILL NJ 08034

To act as a Lead Abatement Contractor on the following Projects

Comm/Steel Structure

Cert #:

00136-A

Effective Date:

7/1/2021

Expiration Date: 6/30/2023

Certificate Type: 2 YEAR



# 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	Trade(s) & License(s)	Effective	Expiration
Amount		Date	Date
\$150,000,000	C073 -CAULKING & WATERPROOFING C096 -LEAD PAINT ABATEMENT license #: 00136A C077 -PAINTING-GENERAL C078 -PAINTING-TANKS/STEEL STRUC./ELEV. STRUC. C080 -SANDBLASTING C054 -SITE WORK	08/24/2020 08/24/2020 08/24/2020 08/24/2020 08/24/2020 08/24/2020	08/23/2022

 Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
 Current license information must be verified prior to bid award.
 A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.stele.nip.or/incompleted/Projects http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\_03\_07.pdf.

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

Certification 41784

#### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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 Leasurer has approved said apport 2023 approval will remain in effect for the period of

ALLIED PAINTING, INC. 4 LARWIN ROAD CHERRY HILL NJ

NJ 08034

ELIZABETH MAHER MUOIO

State Treasurer



DEPARTMENT OF TRANSPORTATION P.O. Box 600 Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI

Commissioner

SHEILAY, OLIVER

Lt. Governor

November 8, 2021

22-3212126
Identification No.

\*\*Revised Letter\*\*

Allied Painting, Inc. 4 Larwin Road Cherry Hill, NJ 08034

RE: NOTICE OF CLASSIFICATION - Line of Credit Terminated

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et. seq., and Regulations of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability \$200,000,001 to Unlimited

Work Classification(s):

Project Rating(s).

5-Heavy Highway 8b-Concrete Repairs \$200,000,001 to Unlimited

9k-Erection of Ornamental & Light Structural Steel

II tt II

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 12/31/20. See attachment for explanation.

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts requires all contractors and sub-contractors to have yalid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (http://www.sspc.org/) at the time of bid and duration of the contract.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

## NOTICE OF CLASSIFICATION Allied Painting, Inc Page 2

This CLASSIFICATION will be effective 11/8/21 and will expire 6/30/22.

Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bids will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work types required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely, Keith a. Daniels

Keith A. Daniels

Manager

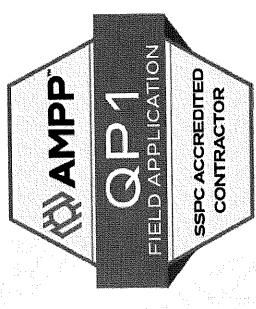
Bureau of Construction Services

Attachment



Allied Painting, Inc of Cherry Hill, NJ has met or exceeded the requirements set forth in the AMPP OP Accreditation Program for

FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES SSPC - OP1



Hulma Sulngal

Executive Director, AMPP

March 31, 2022 – March 31, 2023 Validation Period

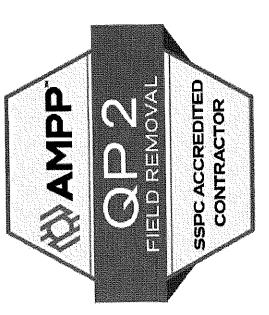
Accreditation for dates listed above to Allied Painting Inc. Cherry Hill, NJ
Owners are advised to contact 412-281-2331 ext. 2209 or qpirifo@ampp.org to verify, authenticity of accreditation

Corporate Headquarters: Houston - 15835 Park Ten Place, Houston, TX 77084 ptreburch - 800 Tembull Daive Pittsburch, PA 15205



Allied Painting, Inc. of Cherry Hill, NJ

has met or exceeded the requirements set forth in the AMPP QP Accreditation Program for



Helma Sulngal

Executive Director, AMPP

March 31, 2022 – March 31, 2023 Validation Period

INDUSTRIAL HAZARDOUS PAINT REMOVAL SSPC – QP 2

## ALLIED PAINTING, INC.

The second section of the second seco	All Equipment is Owned by AP	
Make, Model and Year	Type of Equipment	Serial No./Vin No.
2010 WANCO	Arrow Board	5F11S1015A1001233
2010 WANCO	Arrow Board	A1.001232
2009 ADDCO	Arrow Board	800101
2009 ADDCO	Arrow Board	0328AB01
2009 ADDCO	Arrow Board	80009
2009 SOLAR	Arrow Board	N/A
ADDCO	Arrow Board	4SEPR10188M4SE092
A/W S/A	Arrow Board	AW9006
Wind Lift	Arrow Board	4133
2014 A/W S/A	Arrow Board	1.07762E+17
2014 A/ W 3/A 2013 Binks	Airless Spray Pump	24637
2016 Binks	Airless Spray Pump	49598
2013 Binks	Airless Spray Pump	24840
Air Dryer	Custom	N/A
Air Dryer	Custom	N/A
Air Dryer	Custom	N/A
2016 Air Impact	Ingersollrand	SR15E
2013 QIYE	All Terrain Vehicle	L6ZSCHLA0D1003247
2013 QIYE	All Terrain Vehicle	L6ZSCHLA9D1003330
N/A	Barge	N/A.
1999 Polar Kraft	Boat	PLR21947E999
2012 Carolina Skiff	Boat	EKH2]589A212
N/A	Blast Pot/ 6 Ton	N/A
Custom	Blast Pot / 6 Ton	N/A
1991 Custom/ TR: great lakes	Blast Unit	TR VIN:RW48SIBSD300
ARS	Blast Unit	03879046SY30B0240
2011 ARS	Blast Unit	278790468Y300320
2012 ARS	Blast Unit	54879058SY300386
2002 Custom/TR; great lakes	Blast Unit	TR VIN: 1G9CB46453S139257
2008 Landoll Corp	Blast Unit	VIN: 1LH150VK291B17426
2008 Landoll Corp	Blast Unit	VIN:1LH150VK091B17425
BU-4 (E-40)	Blast Unit	PH3155627805
BU-5 (E-96)	Blast Unit	1Z9SC4831AM301084
BU-6 (E-42)	Blast Unit	N/A
BU-7 (E-53)	Blast Unit	N/A
BU-8 (E-?)	Blast Unit	
1998 Sullair 900	Compressor	004-126014
Sullivan 1600	Compressor	004-123762
2004 Wister	Compressor	510485
Wister	Compressor	510335
Wister	Compressor	510339
Airman	Compressor	2475
1994 Sullair	Compressor	4114636
2004 Atlas Copco	Compressor	XASE1600GDRS
C-10 Atlas Copco	Compressor	N/A
1997 Sullair 1300	Compressor	004-123254
C-12 Ingersollrand	Compressor	N/A
1997 Sullair 1800	Compressor	004-123522
C-16(E-136) Atlas Copco	Compressor	APP106016
C-17(E-135)	Compressor	YA3062860-80698310

0.1V 1000	Compressor	510650
Sullivan 1800 C-20 2010 Sullair	Compressor	201001210009
C-20 2010 Sullair	Compressor	201012170043
2004 Sullivan	Compressor	510483
The state of the s	Compressor	YA306178160542819
2006 Atlas Copco	Compressor	310914
2001 Comp Air LeRoi Sullair	Compressor	004-117260
Sullair	Compressor	200803140074
Wister	Compressor	8972422428
2013 Rotair	Compressor	C35071
Atlas Copco 1800	Compressor	4500B2020DR090605
Atlass Copco 1800	Compressor	HOP090536
Atlas Copco 1800	Compressor	H0P090537
Atlas Copco 1800	Compressor	H0P090567
GrimmerSchmidt	Compressor	8800D-22695
Sullair	Compressor	004-133815
Sullair	Compressor	004-138079
Sullair	Compressor	004-137485
Sullair	Compressor	004-125212
Seabox	Container	402929
Seabox	Container	2179831
Seabox	Container	422156
Seabox	Container	22633798
Seabox	Container	20yrd Roll Off
P&H	Crane	N/A
1986 Sterling	Cable Spooler	ST9TA16SXGTS9001
DC-1(E-62) 1991	Dust Collector	95-1-CX
IPEC	Dust Collector	120050
Ingersollrand	Dust Collector	26837UCG879
2013 ARS	Dust Collector	1W9AP2303CH160101
ETI	Dust Collector	
DC-6 N/A	Dust Collector	N/A
1993 Talbert	Dust Collector	VIN:40EP02524P5010487
2002 ARS	Dust Collector	VIN: 46T23614AT36]68T5191
2014 ARS	Dust Collector	VIN: 1W9AP2309EH160087
ARS S-6(6 pot Recycler)	Dust Collector	1Z9SC4933JM310640
2015 Derco	Dust Collector	1D9D3UA25FW048001
2014 Derco	Dust Collector	1D9D3UA28EW048041
2014 Det Co 2015 20DC	Dust Collector	1Z93E2922FX472002
2015 Zobe 2015 Industrial Vaccuum	Dust Collector	1D9D3UA2-5-FW04800
1996 American Engineering	Decon Trailer	1A9500K20T1270062
1999 - DT-2	Decon Trailer	119600L26L1084166
DT-3 Custom	Decon Trailer	N/A
Red 6 Man	Decon Trailer	N/A
DT-5	Decon Trailer	N/A
1994 Custom	Decon Trailer	1A9VBJG22R1247254
1994 N/A	Decon Trailer	A9VBJG22R12SSCVB
DT-8	Decon Trailer	N/A
2014 South Ga Cargo	Decon Trailer	54GVC20T1E7013047
DT-10	Decon Trailer	N/A
F-1 Gradall	Fork Lift	266007/ Model:534C10
F-3 Gradall	Fork Lift	Model 534C-9
F-3 Gradall	Fork Lift	644598
Mantico	Fork Lift	761868
F-7 TUSK	Fork Lift	204109A
Bob Cat	Fork Lift	MTL01057

F-10 Gradall	Fork Lift	544C-10
Frost Fighter	Frost Fighter	n/a
Frost Fighter	Frost Fighter	n/a
Frost Fighter	Frost Fighter	n/a
Frost Fighter	Frost Fighter	n/a
Frost Fighter	Frost Fighter	n/a
Frost Fighter	Frost Fighter	n/a
2004 Underwriters Lab	Fuel Tank	N965066
Community Oil Co.	Fuel Tank	
Community Oil Co.	Fuel Tank	A60875551
Community Oil Co.	Fuel Tank	A60876110
50 Gal	Fuel Tank	50 Gal
300 Gal	Fuel Tank	300 Gal
50 Gal	Fuel Tank	50 Gal
500 Gal	Fuel Tank	500 Gal
2005 SDMO	Generator	T30UCM05020156
2005 SDMO	Generator	T30UM05020170
2005 SDMO	Generator	T30UCM05020171
2012 ISUZU	Generator	004516/1564372
G-5 ISUZU	Generator	G-5/ N/A
G-6 ISUZU	Generator	G-6/ N/A
ISUZU	Generator	12.5 Kw1 Phase Diesel
G-8 2012 RIDGID	Generator	BMR2860081
G-10 Synchronus AC Generator	Generator	869593
2015 Value Craft	Generator	1840289
2016 Polyjohn 2016 Handstand	Hand Wash	16 GALLON
Diamond Tool	Hand Wash	N/A
Custom	Hand Wash	N/A
JetHeat Model: GT-550	Heater	5500546
JetHeat Model: GT-550	Heater	none
JetHeat Model: GT-550	Heater	5500677
JetHeat Model: GT-550	Heater	5500576
JetHeat Model: GT-550	Heater	5500727
JetHeat Model: GT-550	Heater	none
JetHeat Model: GT-S50	Heater	5500647
WANCO	Light Tower	A1003057
Wistar	Light Tower	A1003055
Atlas Copco	Light Tower	WUX904814
WANCO	Light Tower	5F13D141XA1002388
Atlas Copco	Light Tower	WUX906144
Atlas Copco	Light Tower	WUX906145
Atlas Copco	Light Tower	WUX90461
Atlas Copco	Light Tower	WUX90462
Solar Tech	Message Board	46M2M1519A1410550
2010 Solar Tech	Message Board	410553
2009 ADDCO	Message Board	4SEPN161X9M4SE776
2009 ADDCO	Message Board	4SEPN16139M4SE778
2010 Solar Tech	Message Board	410553
2009 ADDCO	Message Board	4SEPN16189M4SE775
2009 ADDC0	Message Board	4SEPN16119M4SE777
SMC	Message Board	N/A 4GM2M1510A1410551
Solar Tech	Message Board	
N/A	Man Lift	N/A
Mi-T-M	Power Washer	N/A
MI-T-M	Power Washer	10660795
Mi-T-M	Power Washer	10660793

Mi-T-M	Power Washer	10660765
Mi-T-M	Power Washer	10535198
Sioux	Steam Cleaner	S4D250 Dakota II Series
247B Caterpillar	CAT Skid Steer	
279C Caterpillar	CAT Skid Steer	VIN: CAT0279CCMBT01776
Skyclimber	Work Cage	IC00224
Skyclimber	Work Cage	IC00218
Skyclimber	Work Cage	IC00215
Skyclimber	Work Cage	IC00214
Skyclimber	Work Cage	IC00234
Skyclimber	Work Cage	IC00210
2013 P.J.	Trailer	4P5F82026D1195995
2012 Winston	Trailer	1W9AP2303CH160101
Karcher	Trailer	FP928
1999 Benson	Trailer	1NUFT28Z9XMNA0128
2012 Load Rite	Trailer	5A4SW3R1XC2000801
2014 Lark	Trailer	5RTBE1620ED040313
2015 Lark	Trailer	5RTBE1620FD04
2015 P.J.	Trailer	4P5T82221F3015507
Ironclad	Trailer	1J9BU12167E357144
Ironclad	Trailer	22006
Ironclad	Trailer	1]9BU12107E357091
lronclad	Trailer	1J9BU12147E357143
Ironclad	Trailer	1J9BU12107E357141
Ironclad	Trailer	1/9BU12197E357137
Ironclad	Trailer	"38" painted on outside
TRA	Trailer	G4005 2
Landoll	Traller	1LH440UH9G1A23594
2014 P]	Trailer	4P5FD4022E3007082
2002 Pace American	Trailer	40LFB121X2P077995
2004 DERCO/Hurricane	Vacuum	1D9BV193X4W048037
Wayne	Wood Chipper	N/A
1991 GMC / Topkick C6H042	Box Trk	1GDJ6H1J3MJ519628
1992 International/470	Box Trk	1HTSCPLM8NH435092
1995 MACK CH600	Tractor Diesel CDL	1M2AA13Y1SW055772
1979 Ford F800	Bumper Trk	N80CVEK4136
1986 MIT	Cone Trk	[W6DA]1A8GL000090
1995 International/470	Boom Trk	1HTSCAAM7SH654170
2000 Isuzu	Cone TrkNPR CAB OVER	[ALB4B145Y7000328
2000 ISUZU 2002 Ford F250	Pick-Up	1FTNF20LX2EC20679
1992 International/470	Bumper Truck	1HTSAZPP7NH441732
1985 Ford	ARK Trk	1FDPF70H5FVA01499
1986 GMC	Boom Trk	1GDM7D1G6GV539070
1986 Ford	ARK TRK/ CONT EQP-TRN 56	1FDPK74N8GVA19220
2002 Ford F250	Pick-Up	1FTNX20F32EB82977
1979 GMC Brigadier	Bumper Trk	T18CY9V618218
	36' HOLAN BKT, RAIL TK	1FDPK74P1PVA01997
1993 Ford Bumper Truck	ARK Trk	1FDPK74N1FVA34821
1985 Ford F700	ARK Trk	1FDFF80C5TVA04408
1996 Ford F Series	9ft UtilityBody, 4x4 Diesel	1FDSW35P44EC92075
2004 Ford F350/4 Door	Pick-Up	1FTNF20585EB81869
2005 Ford F250		1M1AA13Y1TW064543
1996 MACK CH600	MACK	1FDWX35R18EA80319
2008 Ford Pkup F350	Pick up Utility	1FDWX35K18EA00319 1FDNF20578EC39423
2008 Ford Pkup F250	Pick up Utility	
2008 Ford Pkup F250	Pick up Utility	1FDNF21518EC76577
1998 International	INT trk FLAT BED	1HTSDAAN9WH521096

1995 International	Flat bed	1HTGLADR6SH657848
2001 International	400 TRUCK	1HTSCAAM41H401290
2001 Ford 650 Truck	Box Truck	3FDNF65241MA68118
2003 International	Box Truck	1HTMMAALX3H565174
2003 FRE	bumper truck	1FVABPAK03HM09259
2003 FRE	bumper truck	1FVABPAK53HL80681
2001 FRE	Box Truck	1FVABTAK91DJ36433
2001 FKD 2009 Ford Pkup F250	Pick-Up	1FDNF20509EA29764
2002 International	UTIL Vehicle ARK TRK	1HTSHAAR32H537229
2001 International	EPO CLASS ARK TRK	1HTSHAAR91H312134
1997 Ford L7000	Box Truck	1FDWR72C4RVA41064
2004 Isuzu	?? Cone Truck	JALC4B14347000567
2007 ISU2U 2003GMC C650	GMC Box Truck	1GDE6E1C33F521401
1995 MAC TRUCK CH600	TRT White	1M2AA13Y2SW053237
1988 Chevy P30 VAN	VAN	1GC583259[3331800
2001 MIT FH TRK	TRUCK MIT	[W6CCC1G11L000039
2011 Ford E -150 Safety Van	Cargo Van	1FTNE1EW2BDA33393
1988 Ford TRK	BUMPER TRUCK	9BFXH70P9[DM00801
1988 Ford TRK 1998 Chevy	Knuckle Boom	1GBM7H1C2W[113654
2011 Ford	F350 TRK	1FD8X3FT5BEB77954
	F90 boom	1FDYL90A2LVA15125
1990 FORD	F350 pkup	1FDRF3A60BEB10977
2011 Ford	box TRUCK	1FVACWDC34HN04718
2004 FREIGHTLINER	F750 Flat Bed Truck	3FRXF7FK2BV091431
2011 Ford	4300 BOX TRK	1HTMMAAM35H129195
2005 INTERNATIONAL	Bruin Ark	C49C[9V180095
1979 Chevy (Scissor Lift)	Chassis Ark	1HTMSAAR14J017732
2004 International 440	F-250	1FTBF2BT8DEA53564
2013 Ford	2674 6x4 vac-con	1HTGLAXT6YH244005
2000 INT	WG64	4V2]CBBE7SR842605
1995 GMC	CHU 613	1M2AN09Y19N003645
2009 MACK	Ark Truck	1HTMSAAR86H346065
2006 INT 4400	Van	1FTSS34L12HB63298
2002 Ford	CHU 613	1M1AN09Y2AN006241
2010 Mack		1FDPK84P7KVA34386
1989 Ford	Bumper Trk	1FDFK64F7KVA34360 1FDFF70[2TVA16931
1996 Ford	F800	1FDP7H1CX1[514348
2001 GMC	6500 Crane	1FDF771CX1J314348 1FDFF70[0TVA17138
1996 Ford	F800	3FEXF801XXMA15737
1999 Ford	F800 Ark Truck	1HVBBABM5XH242913
1999 International	4700 - Short Bus	
1999 Ford	F800	3FEXF8012XMA16042 1GDMBJ1C03F510922
2003 GMC	Trk	
2008 Chevy	Pickup	1GCHC29K58E199796 1GDM7H1JXTJ500325
1996 GMC	Crane Truck	
1999 Ford	Ark Truck	3FEXF8016XMA15749
1999 Ford	Ark Truck	3FEXF8015XMA15743
2015 Ford	Pick up	1FT7X2BT0FEC50489
1999 Ford	Ark Truck	3FEXF8012XMA15747
2002 Ford	Pick UP	1FTNX21L42EA88109
2007 International	4400	1HTMSAZR17H505532
2005 Freightliner	Bumper Truck	1FVACWDDX6HV69576
1989 Ford Van	Van	1FBJS31H1KHB80005
1994Ford F-150	F150	1FTEX15Y8RKB35346
1998 International	Bumper Truck	1HTSDAAN1WH519875
1991 Ford F700 Bumper Truck	F700	1FDWK74A6MVA34013
2003 Ford F-150	F150 Pickup Truck	1FTRX18L03NA16634

F250 Pickup	1FT7X2BT2GEC96181
LN8000 Tank Truck	1FDRXR82E9TVA10587
Roll Off	1M2K175C2JM001626
F350	1FD8X3F62HEF23476
M-2 Box Truck	1FVACWDT28HZ74809
M-2 Box Truck	1FVACWDC46HW89526
F-250	1FT7X2B69[EC35170
Dakota	1D7HE22K97S202404
	LN8000 Tank Truck Roll Off F350 M-2 Box Truck M-2 Box Truck F-250



## State of New Jersey

PHIL MURPHY
Governor

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

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034 PHONE: 609-292-2146 FAX: 609-984-6679 ELIZABETH MAHER MUOIO
State Treasurer

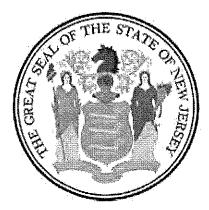
#### APPROVED

under the Small Business Set-Aside Act

This certificate acknowledges ALLIED PAINTING, INC. as a Category 6 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

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

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



Issued: 9/7/2021

Certification Number: A0174-48

Peter Jowish

Peter Lowicki Deputy Director

Expiration: 9/7/2024

The expiration date is contingent on the proper and ontime filing of all Annual Verifications. Please see above for more detail.

		······		· · · · · · · · · · · · · · · · · · ·		İ	<b></b>
Contract	Amount	\$683,600.00	\$576,275.00	\$1,147,360,00	\$578,200.00	972,950,00	\$667,500.00
Сотр	Date	Oct-21	Jun-20	Aug-19	Jun-19	Jul-18	Jun-18
Start	Date	Aug-21	May-20	May-19	Apr-19	May-18	Nov-17
Prime	/ Sub	Príme	Prime	Prírae	Prime	Prime	Prime
Owner's	Representative	Anthony LaRoss, PE 856-242-2079	Don Newell, PM 856-722-6700	Michael J. McClelland; 732-727-8000	Earl Sutton, Jr. 609-296-1168	Tyler Clydesdale 215-685-2120	Maser Consulting 609-390-1927
	Engineer/Prime	South Jersey Transportation Authority Admin. Bidg, Farley Plaza, AC Expressway MP 21.3 2000 Midlantic Drive, Suite 100 Elwood, NJ 0821.7 Mount Laurel, NJ 08054	Camden County Technical Schools 343 Berlin Cross Keys Road Sicklerville NJ	CME Associates 3141 Boradtown Avenue Parlin, NJ 08859	Kleinfelder Research Park, 321 Wall Street Princeton, NJ 08540	City of Philadelphia Water Dept. 1101 Market Streef, 5th Dept. 1101 Market Streef, 5th Floor Floor Philadelphia, PA 19107 Philadelphia, PA 19107	Maser Consulting 500 Scarborough Drive Egg Harbor, NJ
	Owner	South Jarsey Transportation Authority Admin. Bidg, Farley Plaza, AC Expressway MP 21.3 Elwood, NJ 0821.7 Mount Laurel, NJ 08054	Camden County Technical Schools 343 Berlin Cross Keys Road Steklerville Nj	Borough of Miltown 39 Washington Avenue Miltown, NJ 08850.	Little Egg Harbor Twp. 823 Radio Road Little Egg Harbor, NJ 09087	City of Philadelphia Water Dept. 1101 Market Street, 5th Floor Philadelphia, PA 19107	Boro of Sea Isle 233 John F. Kennedy Boulevard Sea Isle, NJ
	Project Title / Location	Atlantic City Expressway Farley Water Tank Rebab	Rebab of Elevated Water Tank	750,000 Gallon Water Storage Tank Rehabilitation Project Interior & Exterior desaming painting and installation of mechanical equipment	0.5 MG High Ridge Road Elevated Tank Rehabilitation	Backwash Tank Rehabilitation - Queen Lane B1800858	39th Street Water Storage Tank Rehabilitation SIC165
	#qor	221NH.7	219NJ20	ZIBNZZ	219NJ02	218PA03	217NJ14

Work in Process

%08	95%	0% NEI - behind schedule	%86	%09	%S8	%06	30%	2%
\$2,609,000.00	\$4,929,696.00	\$720,000.00	\$2,083,630.00	\$38,401,065.00	\$3,635,907.50	\$985,240.00	\$25,000.00	\$75,780,345.00
May-21	Mar-23	ON HOLD	Sep-21	Sep-22	0ct-22	Jul-24	TBA	Sep-24
Oct-19	Mar-20	Q10H NO	May-20	Mar-21	Apr-21	May-21	TBA	Aug-21
Sub	Prime	gng	Sub	Prime	Prime	Sub	Sub	Prime
Ed Lofredo 401-333-4300	Jeffrey Hendricks, PM 413- 582-0594	William Dube, PM (774) 244-2521	Wayne Clark (401) 739-8300	Behzad Halali, RE (707) 649-5453	Wayne Richard, RE 617-756-5052	Christopher London, PE, PMP 401-333-4300	Vincent Federico 203-469-7487	TBA
J.H. Lynch & Sons 50 Lynch Place Cumberland, RI 02864	MassDOT 10 Park Plaza Boston, MA 02116	New England Infrastructure, Inc. 12 Brent Drive Hudson, MA 07149	Cardi Costruction Corp. 400 Lincoln Avenue Warwick, RI 02888	Caltrans 1801 30th Street Sacramento, CA 95816	MassDOT 10 Park Plaza Boston, MA 02116	JH Lynch 50 Lynch Place Cumberland, RI 02864	C.J. Fucci, Inc. 3 Russell Street New Haven, CT 06513	NJDOT 1035 Parkway Ave Trenton, NJ 08625 609-530-4560
RIDOT	MassDOT 10 Park Plaza Boston, MA 02116	MassDOT 10 Park Plaza Boston, MA 02116	RIDOT	Caltrans 1801 30th Street Sacramento, CA 95816	MassDOT 10 Park Plaza Boston, MA 02116	RIDOT	CTDOT	NJDOT 1035 Parkway Ave Trenton, NJ 08625 609-530-4560
Group 1-PVD Contract 2019-CB- 045 - Clean & Repainting Structural Steel - 5 Bridges	Bridge Painting & Related Work (Steel Repairs) Locations Along Interstate 90	MassDOT #603783-108254 Construction of the Columbia Greenway Rail Trail & Related Work Including 5 Railroad Bridges	RIDOT Bridge Group 51A Rt. 37C-2 2019-CB-027	Construction on State Highway in Contra Costa and Marin Counties in Richmond and San Rafael from 0.8 mile West of Toll Plaza to 0.1 mile East of Main Street #04-364744	West Boylston - Worcester Structural Steel Cleaning. Painting & Repairs to 5 Bridges on Interstate 190 and 290	Pell Bridge Ramps Phase II Cleanig & Painting of Structural Steel - 3 Bridges	0061-0152 Skiff St Over Rt. 15 Blast clean and paint structural steel on bridge	Pułaski 9A
219Rl14	219MA22	219MA25	220RI02	221CA01	221MA02	221RI04	221CT08	221NJ10
	Group 1-PVD Contract 2019-CB- 045 - Clean & Repainting Structural Steel - 5 Bridges         I.H. Lynch & Sons 50 Lynch Place Cumberland, RI 02864         Ed Lofredo 401-333-4300         Sub Sub Sub Sub         Oct-19 May-21         \$2,609,000.00	Group 1-PVD Contract 2019-CB- 045 - Clean & Repainting Structural Steel - 5 Bridges         RIDOT         Cumberland, RI 02864         Ed Lofredo 401-333-4300         Sub Oct-19         Oct-19         May-21         \$2,609,000.00           Bridge Painting & Related Work (Steel Repairs) Locations         MarsaDOT         MassDOT         MarsaDOT         Mar-20         Mar-20         Mar-23         \$4,929,696.00	Group 1-PVD Contract 2019-CB- O45 - Clean & Repainting Structural Steel - 5 Bridges         I.H. Lynch & Sons 50 Lynch Place	H. Lynch & Sons   Ed Lofredo   Sub   Oct-19   May-21   \$2,609,000.00	H. Lynch & Sons   Ed Lofredo   Sub   Oct-19   May-21   St. 609,000.00	H. Lynch & Sons   Ed Lofredo   Sub   Oct-19   May-21   St,609,000.00	Comp. 1-PVD Contract 2019-CE	Cross   Part   Cross   Cross

Work in Process

				Owner's	Prime	Start	Est. Comp		Percent
Jop #	Project Title / Location	0wner	Engineer/Prime	Representative	/ Sub	Date	Date	Contract Amount	Complete
221MA11	MassDOT #609504 Worcester-Wearing Surface Repairs & Related Work (Including Painting) Br. No. W-44-098 Interstate 190 (NB & SB) over the P&W Railroad	MassDOT 10 Park Plaza Boston, MA 02116	Aetna Bridge Company 100 Jefferson Blvd. Suite 100 Warwick, RI 02888	Daniej Keliy (401) 728-0400	Sub	Aug-21	TBD	\$1,430,000.00	960
221DE020	DMB 22-01 First Structure coating Removal, Replacement , Suspended Spans	Delaware River & Bay AuthorityAdministration Building, Delaware Memorial Bridge I-295 & New Castle Avenue, New Castle, DE	Delaware River & Bay AuthorityAdministration Building, Delaware Memorial Bridge I-295 & New Castle Avenue, New Castle, DE	Gregory G. Pawlowski, PE Senior Project Manager (302) 571-6380	Prime	Sep-21	Sep-22	\$10,510,380.00	40%
221NJ23	Repair and Repainting of Jessup Road Water Storage Tank	Township of West Deptford West Deptford Municipal Building, 400 Crown Point Road West Deptford, NJ	Township of West Deptford West Deptford Municipal Building, 400 Crown Point Road West Deptford, NJ	Mark Hubal, PE, BCEE Project Manager 856-795- 9595	Prime	Nov-21	Apr-22	\$1,837,200.00	70%
221PA24	TS-590A Northampton Street Toll-Supported Bridge Rehab	DRJTB 110 Grove & Wood Street Morrisville, PA 09067	JD Eckman, Inc. 4781 Lower Valley Road Atglen, PA 19310	Jason Tolley, Project Manager 610-593-3644	Sub	Mar-22	Jul-22	\$3,602,500.00	2%
221NI25	Painting of Water Storage Tank	Borough of Belmar 601 Main Street Belmar, NJ 07719	Borough of Belmar 601 Main Street Belmar, NJ 07719	Bridget A. Dudas, QPA,RPPS,CMR 732-681- 3700 ext 231	Prime	October 202	Mar-22	\$387,950.00	%66
221N 27	8th Street Elevated Water Storage Tank Water Tower Rehab & Repairs	Township of Ocean 50 Railroad Avenue Waretown, NJ 08758	Remington Vernick 9 Allen Street Toms River, NJ	Alan Dittenhofer, PE, PP, CME 732-286-9220	Prime	Apr-22	Aug-22	\$561,900.00	2%
221DE28	Delaware Memorial Bridge DMB 21-03 Suspender Painting		Cornell & Company, Inc. P.O. Box 807 Woodbury, NJ 08096	Gregory G. Pawlowski, PE Senior Project Manager (302) 571-6380	qns	Apr-22	Jun-22	\$39,500.00	50%
221NJ29	Birdsall Water Tank Painting	Township of Ocean 50 Railroad Avenue Waretown, NJ 08758	Remington Vernick 9 Allen Street Toms River, NJ	Alan Dittenhofer, PE, PP, CME 732-286-9220	Prime	Dec-21	Apr-22	\$831,400.00	%66
221MA30	Bridge Repair and Related Work (Including Painting) Bridge Nos. S-14-022 & S-14- 023 Interstate 290 over North Quinsigamond Avenue and West Main Street SHREWSBURY #612135	MassDOT 10 Park Plaza Boston, MA 02116	MassDOT 10 Park Plaza Boston, MA 02116	TBA	Prime	Apr-22	Nov-22	\$1,895,780.00	%0
222DE01	Bridge Painting, New Castle DE SR1, FY22	DelDOT 800 Bay Road Dover, DE 19901	DelDOT 800 Bay Road Dover, DE 19901	TBA	Prime	Apr-22	Nov-22	\$5,549,199.00	%0
222NJ02	BIP#I2-2021-Tank Maintenance Clover Hill WWTP Aeration Tank	Township of Mount Olive 204 Flanders-Drakestown Road Budd Lake, NJ 07828	Van Cleef Engineering 111 Howard Boulevard, Suite 110 Mt. Arlington, NJ 07856	Michael Creeland, RE 862-284-1100	Prime	Mar-22	May-22	\$106,600.00	%06

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# qol	Project Title / Location	Owner	Engineer/Prime	Owner's Representative	Prime / Sub	Start Date	Est Comp Date	Contract Amount	Percent Complete
222NJ03	300,000 Gallon Tank Rehabilitation	Corning Pharmaceutical Crystal Avenue Vineland, NJ 08360	Consulting Engineer Services 645 Berlin Cross Keys Road, Suite 1 Sicklerville, NJ 08081	Marie Baaden, PE, CME 856-228-2200	Prime	Mar-22	Jun-22	\$693,710.00	%0
222NJ04	Half Acre Road 615 Water Storage Tank 3,500,000 Gallon Standpipe) Misc. Improvements Project	Monroe Township Utility Department 143 Union Valley Road Monroe Twp., NJ 08831	R3M Engineering, Inc. 1405 NJ-18 #208 Old Bridge, NJ 08857	Robert DeLorenzo, RE 732- 679-7100	Prime	Mar-22	Apr-22	\$108,100.00	20%
222CA05	#04-0Y5304 San Rafael Bridge Emergency Project	Caltrans 1801 30th Street Sacramento, CA 95816	Caltrans 1801 30th Street Sacramento, CA 95816	Behzad Halali, RE (707) 649-5453	Prime	Apr-22	Jun-22	\$850,000.00	%0
222NJ06	CN-253 Coating of Support Piles	NJ Sports & Exposition Authority NJ Sone DeKorte Park Plaza Lyndhurst, One New Jersey, 07071	NJ Sports & Exposition Authority One DeKorte Park Plaza Lyndhurst, New Jersey, 07071	John Duffy, NJSEA	Prime	Apr-22	Jun-22	\$264,775.00	%0
222NI07	Clements Avenue Tank - Interior Painting	Merchantville-Pennsauken Water Commission 6751 Westfield Avenue Pennsauken, NJ 08110	Merchantville-Pennsauken Water Commission 6751 Westfield Avenue Pennsauken, NJ 08110	Richard Spafford, PE MPWC 856-663-0043	Prime	Apr-22	May-22	\$175,000.00	%0



## LETTER OF TRANSMITTAL

443 Atlantic City Boulevard Beachwood, NJ 08722 (732) 244-1090 - Phone (732) 341-3412 - Fax

(/32) 3-	+1-2-1	. <u>.</u>						
<b>B</b>	oroug 13 Lor	ne Hannemar h of Surf City ng Beach Blvo y, NJ 08008	,		Date: Job No.: Attention:	SC-21-T		
		,,			Re:			f the Elevated 200,000 ink
We are	sendin	g you 🔀 At	tached	Under Sepa	arate cover via		the follow	ring items:
Sho	p Dra	wings	P	rints	Pla	ns	Samples	specifications
Cor	oy of L	etter	☐ CI	nange Order				
	•	BATE	NO			DES	CRIPTION	
COPIES	•	DATE	טאו	Allied Painti	ng			
$\frac{1}{1}$				US Tank Pai				
1 Brave Indu				·				
			<u> </u>					
THESE	ARE 1	 	) D as check	ed below:				
Fo As		use sted w and comme		Approv	ved as submitt ved as noted led for Correct ur File		Submit c	_ copies for approval copies for distribution corrected prints
<b></b>		DUE						
REMA	AKKS:	ryourfile ale	ase find t	he original hir	d package of	the 1 <sup>st</sup> – 3 <sup>f</sup>	RD Bidder for the a	above referenced project.
Thos	stu 10 riginal	Bid Bond ha	s heen reti	urned to the	Contractor.			
THEO	i igii idi	DIG DONG Ha	, pecifica	u,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Conv	To				Signed:	Bonnie L.	Golden, Administ	trative Assistant

## DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

Jerry J. Dasti †
Gregory P. McGuckin
Christopher K. Koutsouris ◊ Δ
Robert E. Ulaky ∞‡
Christopher J. Connors
Timothy J. McNichols ‡
Martin J. Buckley
Kelsey A. McGuckin-Anthony
Thomas E. Monahan π
Patrick F. Varga

πCertified Givil Trial Attorney

\$Certified Municipal Court Law Attorney

soMember, National Academy of Elder Law Attorneys

†NJILGA Municipal Law Diplomate

ΩMember of NJ and FLA Bar

\$Member of NJ and PA Bar

ΔMember of NJ and NY Bar

A Professional Corporation Tax ID 22-3450668 www.dmmlawfirm.com

Reply to 620 West Lacey Road Forked River, NJ 08731 P 609-971-1010 F 609-971-7093

Email Address: cconnors@dmmlawfirm.com

April 11, 2022

Of Counsel Charles E. Schlager, Jr.  $\ddagger$  George F. Murphy, Jr.  $\pi \Omega$  Elizabeth Mackolin Dasti  $\ddagger$ 

Toms River Office: 506 Hooper Avenue Toms River, NJ 08753 P 732-349-2446 F 732-349-1590

Sea Girt Office: 2150 Highway 35, Suite 250 Sea Girt, NJ 08750 P 732-295-3000 F 732-349-1590

GL-31400

via mail & email: boroughclerk@surfcitynj.org Christine Hannemann, RMC/CMR/QPA Borough Clerk/Administrator Borough of Surf City 813 Long Beach Boulevard Surf City, NJ 08008

RE: Resolution awarding contract for the 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank

#### Dear Ms. Hannemann:

Transmitted herewith is a resolution awarding a contract to Allied Painting, Inc., for the 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank together with a Certificate of Availability of Funds.

The resolution should be placed on the agenda for the governing body's consideration at the next Borough Council Meeting which is scheduled for Wednesday, April 13, 2022. The original resolution will be forwarded to you by regular mail for your review and certification upon adoption by the governing body.

In the meantime, should you have any questions, please do not hesitate to contact me.

Very truly/yours

CHRASTOPHER J. CONNORS

CJC/mc Enclosure

#### RESOLUTION NO. 2022-170

RESOLUTION OF THE BOROUGH OF SURF CITY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH ALLIED PAINTING, INC., FOR THE 2022 REPAIRS/PAINTING OF THE ELEVATED WATER STORAGE TANK

WHEREAS, the Borough of Surf City entered into an agreement with Allied Painting, Inc., (hereinafter "Contractor") for the 2022 Repairs/Painting of the Elevated Water Storage Tank; and

WHEREAS, the original agreement provided that all work stipulated in the contract shall be fully completed on or before December 9, 2022; and

WHEREAS, the Municipal Engineer has requested that the agreement be amended to provide that the time for completion of all stipulated work under the agreement be on or before June 23, 2023; and

WHEREAS, the Borough of Surf City desires to authorize the execution of an amendment to the agreement with the Contractor.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Surf City, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Borough Council do hereby authorize the execution of an amendment to the agreement with the Contractor so as to provide that the time of completion of all stipulated work under the agreement be on or before June 23, 2023. A copy of the amendment to the agreement with the Contractor is attached hereto and made a part hereof, and shall be kept on file in the Office of the Municipal Clerk.

dasti, murphy Moguckin, vlaky, Jutsouris & Connors

COUNSELLORS AT LAW

620 West Lacry Road 'Orked River, N.J. 08731

- 2. That the Mayor and Municipal Clerk are hereby authorized to execute an amendment to the agreement with the Contractor.
- 3. That a certified copy of this resolution shall be forwarded by the Municipal Clerk to the Contractor and Municipal Engineer.

#### **CERTIFICATION**

CHRISTINE HANNEMANN, Borough Clerk

Dasti, murphy Moguckin, ulaky, utsouris & connors

COUNSELLORS AT LAW

620 West Lacey Road Drkbo River, N.J. 08731 Approved November 9, 2022
Moved: Councilman Russell
Second: Councilwoman Siciliano
Roll call reflected the following votes in approval: Mr. Hartney, Mr. Wm. Hodgson, Mr. Little, Mr. Russell & Mrs. Siciliano. Nays: none. Abstentions: none. Absent: Mr. McMenamin.

#### AMENDMENT TO CONTRACT

THIS AGREEMENT, entered into on this Aday of November, 2022, between the BOROUGH OF SURF CITY, a municipal corporation of the State of New Jersey, having its principal offices located at 813 Long Beach Boulevard, Surf City, New Jersey, (hereinafter referred to as "Borough"), and ALLIED PAINTING, INC., having its principal offices located at 4 Larwin Road, Cherry Hill, New Jersey 08034, (hereinafter referred to as "Contractor").

#### WITNESSETH:

WHEREAS, the Borough of Surf City entered into an agreement with Allied Painting, Inc., (hereinafter "Contractor") for the 2022 Repairs/Painting of the Elevated Water Storage Tank; and

WHEREAS, the original agreement provided that all work stipulated in the contract shall be fully completed on or before December 9, 2022; and

WHEREAS, the Municipal Engineer has requested that the agreement be amended to provide that the time for completion of all stipulated work under the agreement be on or before June 23, 2023; and

WHEREAS, the parties hereto wish to amend the agreement so as to provide that the time for completion of all work stipulated in the contract be on or before June 23, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and pursuant to the authority provided by law, the Borough and the Contractor mutually agree as follows:

DASTI, MURPHY Meguckin, Ulaky, Koutsouris & Connors

COUNSELLORS AT LAW

1. That Paragraph 4 of the contract documents, entitled "Construction Schedule/Time for Completion," is hereby amended to provide that all work stipulated in the contract shall be fully completed on or before June 23, 2023. However, it is a condition precedent that T-Mobile must have its equipment moved off the tower by April 1, 2023 to meet the new completion date. If T-Mobile's equipment is not moved off the tower and the contractor unable to begin work on or before April 1, 2023, then the completion date shall be required to be extended further to address the delay.

2. That the parties agree that all other terms and conditions set forth in the previously executed contract between the Borough and the Contractor shall remain in full force and effect.

3. That the parties agree that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their proper officers and the corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:

CHRISTINE HANNEMANN,

Borough Clerk

(Seal)

BOROUGH OF SURF CITY

HON. FRANCIS R. HODGSON,

Mayor

ALLIED PAINTING, INC.

By

Secretary

Thursday

James Cannon

DASTI, MURPHY McGuckin, Ulaky, Koutsouris & Connors

COUNSELLORS AT LAW

#### RESOLUTION NO. 2022-170

RESOLUTION OF THE BOROUGH OF SURF CITY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH ALLIED PAINTING, INC., FOR THE 2022 REPAIRS/PAINTING OF THE ELEVATED WATER STORAGE TANK

WHEREAS, the Borough of Surf City entered into an agreement with Allied Painting, Inc., (hereinafter "Contractor") for the 2022 Repairs/Painting of the Elevated Water Storage Tank; and

WHEREAS, the original agreement provided that all work stipulated in the contract shall be fully completed on or before December 9, 2022; and

WHEREAS, the Municipal Engineer has requested that the agreement be amended to provide that the time for completion of all stipulated work under the agreement be on or before June 23, 2023; and

WHEREAS, the Borough of Surf City desires to authorize the execution of an amendment to the agreement with the Contractor.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Surf City, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Borough Council do hereby authorize the execution of an amendment to the agreement with the Contractor so as to provide that the time of completion of all stipulated work under the agreement be on or before June 23, 2023. A copy of the amendment to the agreement with the Contractor is attached hereto and made a part hereof, and shall be kept on file in the Office of the Municipal Clerk.

Dasti, Murphy Moguckin, Vlaky, Koutsouris & Connors

COUNSELLORS AT LAW

- 2. That the Mayor and Municipal Clerk are hereby authorized to execute an amendment to the agreement with the Contractor.
- 3. That a certified copy of this resolution shall be forwarded by the Municipal Clerk to the Contractor and Municipal Engineer.

#### **CERTIFICATION**

CHRISTINE HANNEMANN, Borough Clerk

dasti, murphy McGuckin, ulaky, Koutsovris & Connors

COUNSELLORS AT LAW

620 WEST LACEY ROAD FORKED RIVER, N.J. 08731 Approved November 9, 2022
Moved: Councilman Russell
Second: Councilwoman Siciliano
Roll call reflected the following votes in approval: Mr. Hartney, Mr. Wm. Hodgson, Mr. Little, Mr. Russell & Mrs. Siciliano. Nays: none. Abstentions: none. Absent: Mr. McMenamin.



#### AMENDMENT TO CONTRACT

#### WITNESSETH:

WHEREAS, the Borough of Surf City entered into an agreement with Allied Painting, Inc., (hereinafter "Contractor") for the 2022 Repairs/Painting of the Elevated Water Storage Tank; and

WHEREAS, the original agreement provided that all work stipulated in the contract shall be fully completed on or before December 9, 2022; and

WHEREAS, the Municipal Engineer has requested that the agreement be amended to provide that the time for completion of all stipulated work under the agreement be on or before June 23, 2023; and

WHEREAS, the parties hereto wish to amend the agreement so as to provide that the time for completion of all work stipulated in the contract be on or before June 23, 2023.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth and pursuant to the authority provided by law, the Borough and the Contractor mutually agree as follows:

DASTI, MURPHY MoGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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2. That the parties agree that all other terms and conditions set forth in the previously executed contract between the Borough and the Contractor shall remain in full force and effect.

3. That the parties agree that this amendment shall take effect immediately.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their proper officers and the corporate seals to be hereto affixed, as of the day and year first above written.

ATTEST:

BOROUGH OF SURF CITY

CHRISTINE HANNEMANN,

Borough Clerk

(Seal)

HON. FRANCIS R. HODGSÓN

Mayor

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD FORKED RIVER, N.J. 08731 ALLIED RAINTING, INC.

Secretary

By D

President

James (Gono)

# BOROUGH OF SURF CITY 2022 REPAIR/PAINTING OF ELEVATED 200,000 GALLON WATER STORAGE TANK BIDDER'S LIST 04/05/22 @ 11:00 AM SC-21-TOWER

Date	Name and Address	Telephone/Fax	Check No.	Amount	Rank
03/03/22	Construct Connect 30 Technology Pkwy. S, Ste 100 Norcross, GA 30092	800-364-2059 (P) 866-570-8187 (F)	151420		
		NAME OF THE PARTY	424242424.54 <u>72</u>		
03/01/22	Nuco Painting 8 Oval Drive Islandia, NY 11749	631-467-6602 (P)	26216		
03/02/22	U.S. Tank Painting, Inc. 900 Rike Drive Millstone Twp., NJ 08535	609-448-2444 (P) 609-448-9444 (F)	4968	997,100.00	2
03/02/22	Dynamic Sandblasting and Painting, LLC 615 Hope Road, Suite 2 Eatontown, NJ 07724-1273	908-356-2464 (P)	1519		
03/03/22	Utility Service Co., Inc. 535 Courtney Hodges Blvd. Perry, GA 31069	478-988-5266 (P)	1962		
03/04/22	Allied Painting, Inc. 4 Larwin Road Cherry Hill, NJ 08034	856-429-3400 (P) 856-429-0696 (F)	Resend Check	655,800.00	*Activity
03/09/22	United Painters, Inc. 70 Church Street Flemington, NJ 08822	908-323-8026 (P)	1482		
03/15/22	Brave Industrial Paint, LLC 177 Elmwood Avenue	732-483-6403 (P) 848-303-8660 (F)	2083	1,014,500,00	3

RESOLUTION OF THE BOROUGH OF SURF CITY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT TO ALLIED PAINTING, INC., FOR THE 2022 REPAIRS/PAINTING OF THE ELEVATED 200,000 GALLON WATER STORAGE TANK

WHEREAS, the Borough of Surf City duly advertised for the receipt of bids for the 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank; and

WHEREAS, in response to the invitation to bidders, three (3) bids were received on April 5, 2022; and

WHEREAS, the bids were reviewed by the Borough Engineer and it has been determined that Allied Painting, Inc., has submitted the lowest responsible bid in accordance with the bid specifications, said bid being \$655,800.00; and

WHEREAS, it is the desire of the governing body to award a contract for the 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank to Allied Painting, Inc., for the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED by the governing body of the Borough of Surf City, County of Ocean, State of New Jersey, as follows:

1. That the governing body does hereby award a contract for the 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank to Allied Painting, Inc., at \$655,800.00.

DASTI, MURPHY MeGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

- 2. That the Mayor and Municipal Clerk are hereby authorized to execute a contract with Allied Painting, Inc., in accordance with the bid submitted by Allied Painting, Inc., and the bid specifications.
- 3. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line-item appropriations or ordinances which constitute the availability of funds for this contract: <a href="https://example.com/chief-
- 4. That a certified copy of this resolution, together with a copy of the contract between the parties, be forwarded to the Chief Financial Officer and to Allied Painting, Inc.

#### **CERTIFICATION**

I, CHRISTINE HANNEMANN, Clerk of the Borough of Surf City, do hereby certify that the foregoing resolution was duly adopted by the Borough of Surf City at a meeting held on the 13th day of April , 2022.

CHRISTINE HANNEMANN, RMC/CMR/QPA Borough Clerk, Borough of Surf City

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

#### CERTIFICATE OF AVAILABILITY OF FUNDS

I, Michael Gross, Chief Financial Officer for the Borough of Surf City do hereby certify that adequate funds are available for a contract with Allied Painting, Inc., for the 2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank in the amount of \$655,800.00.

The funds which are available for this contract are found in the following line-item appropriations or ordinances: 2-08-55-909-909.

MICHAEL GROSS

Chief Financial Officer, Borough of Surf City

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW



#### LETTER OF TRANSMITTAL

443 Atlantic City Boulevard Beachwood, NJ 08722

(732) 244-1 (732) 341-3	090 - Phone 412 - Fax						
То:				Date:	March 1, 2022		
	tine Hannema ugh of Surf Cit			Job No.: Attention:	SC-21-TOWR Christine		
813 I	ong Beach Blv	d.					
Surf City, NJ 08008				Re:	2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank		
					Plans and specs		
We are send	ling you 🛚 🖽 A	ttached [	Under Sepa	arate cover via	the follow	ving items:	
Shop D	rawings	Pr	rints	☐ Plan	s Samples	specifications	
Copy of	Letter	Ch	ange Order				
COPIES	DATE	NO			DESCRIPTION		
1			Plans, Spec	s and CD			
THESE ARE	TRANSMITTE	D as checke	ed below:				
For your use Approved			l as submitted l as noted for Corrections	Submit c	_ copies for approval copies for distribution corrected prints		
FOR BIE	S DUE 4/5/22				PRINTS RETU	RNED AFTER LOAN TO US	
REMARKS							

Signed: Frank J. Little, Jr., P.E., P.P., C.M.E.



Engineers Planners Surveyors GIS Specialists

Frank J. Little, Jr., R.E., R.P., C.M.E. Douglas F. Klee, P.E., P.P., C.M.E. William J. Berg, P.L.S. April 25, 2022

Christine Hannemann, RMC Borough of Surf City 813 Long Beach Blvd. Surf City, NJ 08008

Re:

2022 Repairs/Painting of the Elevated 200,000 Gallon Water Storage Tank Borough of Surf City OLA File No. SC-21-TOWER

Dear Christine:

Enclosed please find the Agreement, Performance Bond, Payment Bond, Affirmative Action Agreement, Notice of Award, Certificate of Insurance and Project Manning Report from Allied Painting, Inc., for the above referenced project.

Please execute all three (3) original agreements and return one (1) executed package directly to Allied Painting, Inc. and one (1) executed package to our office so we may transmit the required Notice to Proceed.

Should you have any questions or require any additional information, please do not hesitate to call.

Very truly yours,

rank J. Little, Jr., P.E., P.P., C.M.E

FJL:blg

Encl.

W:\Projects\Clerical\Surf City\Specifications\CH-exagree-22Water Tower.doc



## LETTER OF TRANSMITTAL

443 Atlantic City Boulevard Beachwood, NJ 08722 (732) 244-1090 - Phone (732) 341-3412 - Fax

Copy To \_

(732) 3	341-34:	12 - Fax							
To:	:			•	Date:	April 5,	2022	·	
Christine Hannemann, RMC					Job No.:	SC-21-T	OWR		
	_	gh of Surf City ng Beach Blvd			Attention:	Christin	e		
		ty, NJ 08008							
Surr City, No 35005					Re: 2022 Repairs/Painting of the Gallon Water Storage Tank				
						*Checks	s for Specs*	7	
We are	e sendir	ng you 🔀 Att	tached 🔲 U	nder Sepa	rate cover via	<del>:</del>	the follow	ving items:	
Sh	op Dra	wings	Prints		Plans	S	Samples	specifications	
☐ Co	py of L	etter	Chang	e Order					
COPIE	S	DATE	NO			DE	SCRIPTION		
1		03/01/22	26216	Nuco Pa	inting - \$50.00	0			
1		03/02/22	4968	U.S. Tank Painting - \$50.00					
1		03/02/22	1519	Dynamic Sandblasting and Painting, LLC - \$50.00					
1		03/03/22	151420	Construct Connect - \$50.00					
,	1	03/03/22	1962		ervice Co., Inc				
1		03/04/22	29447	Allied Pa	ainting, Inc \$	550.00 <del>-</del> R	Resending Check		
1		03/09/22	1482	United F	Painters, Inc	\$50.00			
1		03/15/22	2083	Brave In	dustrial Paint	, LLC- \$50	.00		
THESE	E ARE T	RANSMITTED	as checked b	elow:					
For your use			Approved as submitted  Approved as noted  Returned for Corrections  PRINTS RETURNED AFTER LOAN TO			opies for distribution orrected prints			
REMARKS:									
ļ									
					,				

Signed: Frank J. Little, Jr., P.E., P.P., C.M.E.

#### **AGREEMENT**

THIS	AGREEMENT, made this <u>19<sup>th</sup></u>	day of	<u>April</u>	, 2022, by and between	Borough of Sur
City		, hereinaft	er called "	OWNER"	
1	Name of Owner), (an Individu	al)			
and _	Allied Painting, Inc.	do	ng busine	ss as (an Individual), or (a Partne	rship,) or (a corporation
here	nafter called CONTRACTOR.				
WITN	NESSTH: That for and in consid	deration of th	e paymen	ts and agreements hereinafter m	entioned:
					•
1.	The CONTRACTOR will comr	nence and co	mplete th	e construction of	
	2022 Repairs/Painting of the	Elevated 20	0,000 Gall	on Water Storage Tank, Borough	of Surf City

- 2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- 3. The CONTRACTOR will commence the work as required by the CONTRACT DOCUMENTS and will complete the same in the time periods specified in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- 4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\$655,800.00 \$Six hundred Fifty Five Thousand Eight Hundred Dollars and No Cents

(Figures)

(Price in Words)

or as shown in the BID Schedule.

The term CONTRACT DOCUMENTS means and includes the following:

Notice to BIDDERS Instruction to BIDDERS

**BID Documents** 

Bid/Bid Schedule

Bid Guarantee

Certificate From A Surety Company

Certificate as to Corporate Principal

Statement Of Ownership Disclosure

List Of Subcontractors

Acknowledgement Of Receipt Of Notices, Revisions, Or Addenda

**New Jersey Business Registration Form** 

Public Works Contractor Registration Form

Non-Collusion Affidavit

Affirmative Action Affidavit

**Experience Questionnaire** 

**Experience Certification** 

Acknowledgement of Liquidated Damages

Acknowledgement of Prevailing Wages

Acknowledgement of Alternative Dispute Resolution Clause

Disclosure of Investment Activities in Iran

Performance Bond

Payment Bond

Agreement

Affirmative Action Agreement

Indemnification Agreement

Notice Of Award

Notice To Proceed

- 6. The CONTRACT DOCUMENTS comprise the documents as listed in Article 5 of this Agreement. In the event that any provisions of one Document conflict with the provisions of another Document, the provision in the document first listed below shall govern, except as otherwise specifically stated:
  - A. Agreement (this Instrument)
  - B. Addenda to the Contract Documents
  - C. Modifications to the Contract Documents
  - D. Remaining legal and procedural documents
    - 1. Bid
    - 2. Notice to Bidders
    - 3. Instruction to Bidders
  - E. General Conditions
  - F. Special Conditions
  - G. Technical Specification
  - H. Plans/Drawings
  - I. Bonds
  - J. Releases
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions/Supplemental General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 8. Alternative Dispute Resolution NJSA 40A:11-50 In the event that a construction dispute shall arise between the parties which the parties can not themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be presented to an independent party, to be selected by the Municipality, for mediation before proceeding with any other form of dispute resolution including submission to a Court of Competent Jurisdiction such mediation shall be a prerequisite required before the institution of litigation and for failure to submit to such mediation the defendant in any such action may assert such failure as a defense and cause the litigation to be dismissed. In the event a dispute arises which requires mediation the non-prevailing party in any such mediation shall bear the entire cost and expense of the mediation, save for attorneys fees. In the event that neither party prevails and that a compromise is negotiated by the mediator the cost of the mediation, save for attorneys fees, shall be equally borne by the parties. In all events each party shall bear their own attorney's fees and witness fees.
- 9. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-317(a)24 and 4.17(a)24, the Contractor (and all Subcontractors) shall comply with all of the provisions of N.J.A.C. 7:22-9, as adopted in Supplemental Conditions within.

CONTRACTOR may be debarred, suspended, or disqualified from any project financially assisted by the State or the Department if the CONTRACTOR commits any of the acts listed in N.J.A.C. 7:1-5.2. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. an Individual a Partnership under the laws of the State of New Jersey The undersigned is a Corporation Allied Painting, Inc. having principal offices at 4 Larwin Road, Cherry Hill, NJ 08034 IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in ( 3 ) copies each of which shall be deemed an original on the date first above written Name Francis R. Hodgson (Please Type) Title 4/26/2022 (SEAL) (Please Type) CONTRACTOR: Allied Painting, Inc. Name James Cannon (Please Type) Title President Address 4 Larwin Road Cherry Hill, NJ 08034

(SEAL)

Name Sandy Cannon
(Please Type)
Title Secretary
Date

## PAYMENT BOND

Bond No. PRF9400471

(Name of Contractor)  4 Larwin Road, Cherry Hill, NJ 08034  (Address of Contractor)  a Corporation	KNOW ALL PERSONS BY THESE P. Allied Painting, Inc.	ALDENTO, THAT	
A Larwin Road, Cherry Hill, NJ 08034  (Address of Contractor)  a Corporation	Amou I amaig, mo.	(Name of Contractor)	
(Address of Contractor)  a Corporation	4 Larwin Road, Cherry Hill, N		
(Corporation, Partnership or Individual)  Fidelity and Deposit Company of Maryland  (Name of Surety)  hereinafter called SURETY, are held and firmly bound unto  Borough of Surf City  (Name of Owner)  813 Long Beach Boulevard, Surf City, NJ 08008  (Address of Owner)  hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre lifty Five Thousand Eight Hundred and 00/100 Dollars (\$ 655,800.00  In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 19th day of April 2022, a copy of which is hereto attached and made a part hereof for the construction of:		(Address of Contractor)	
Fidelity and Deposit Company of Maryland (Name of Surety) hereinafter called SURETY, are held and firmly bound unto Borough of Surf City (Name of Owner) 813 Long Beach Boulevard, Surf City, NJ 08008 (Address of Owner) hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materialists perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre lifty Five Thousand Eight Hundred and 00/100 Dollars (\$ 655,800.00 In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 19th day of April 2022, a copy of which is hereto attached and made a part hereof for the construction of:			
(Name of Surety) hereinafter called SURETY, are held and firmly bound unto			
hereinafter called SURETY, are held and firmly bound unto	Fidelity and Depo	sit Company of Maryland	
(Name of Owner)  813 Long Beach Boulevard, Surf City, NJ 08008  (Address of Owner)  hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre Thousand Eight Hundred and 00/100Dollars (\$ 655,800.00  In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the day of _April 2022_, a copy of which is hereto attached and made a part hereof for the construction of:	5 90 5 W out 10000 1 3		
(Name of Owner)  813 Long Beach Boulevard, Surf City, NJ 08008  (Address of Owner)  hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre Fifty Five Thousand Eight Hundred and 00/100 Dollars (\$ 655,800.00  In Jawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the DWNER, dated the	hereinafter called SURETY, are hi	id and firmly bound unto	
(Name of Owner)  813 Long Beach Boulevard, Surf City, NJ 08008  (Address of Owner)  hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre Fifty Five Thousand Eight Hundred and 00/100 Dollars (\$ 655,800.00  In Jawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the DWNER, dated the	Borough of Surf City		
### Recompleted Description of the construction of:  #### Recomplete Construction of the construction of t	S. A. S.	(Name of Owner)	
hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre into Five Thousand Eight Hundred and 00/100 Dollars (\$ 655,800.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the DWNER, dated the	813 Long Beach Bou		
hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of Six Hundre into Five Thousand Eight Hundred and 00/100 Dollars (\$ 655,800.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.  THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the DWNER, dated the			
	Fifty Five Thousand Eight Hundred In lawful money of the United State helirs, executors, administrators, THE CONDITION OF THIS OBLIGATION OBLIGATI	and 00/100 Dollars (\$ 655,800.00 ) tes, for the payment of which sum well and truly to be made, we bind ourselves, or successors, and assigns, jointly and severally, firmly by these presents.  TION is such that whereas, the PRINCIPAL Entered into a certain contract with the day of April , 2022, a copy of which is hereto attached and made.	ur . jē
2022 Repairs/ Painting of the Elevated 200,000 Gallon Water Storage Tank, Borough of Surf City	a part hereoffor the construction	YOF:	
	2022 Repairs/ Painting of the Ele	evated 200,000 Gallon Water Storage Tank, Borough of Surf City	
All the state of t	y new arrayon a registration of the second o	The state of the s	
	Secretary of the second	· · · · · · · · · · · · · · · · · · ·	

NOW/THEREFORE, If the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on matchinery, equipment and tools, consumed of used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any methanic or materialman illenholder whether it acquires its lieb by apparation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that beneficiaries of dalmants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FÜRTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract of to the WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no sult or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mall or certified mall, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that If any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, EURTHER, that if the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this	instrument is exec	uted in <u>3</u> counterparts, each of (Number)
which shall be deemed a	h oʻrlginal, this the	20th day of April 20.22
ÄTTEST;	lied Painting, Inc.	
,	(Principal)	to the transfer of the transfe
	(Princip	all Secretary Savi Cana
(SEAL) BY		(5)
<u>4 I</u>	Larwin Road, Cherr	1. a. 4. a. 4.
		tress) - James Cannon, President
(Witness as to Principal) 4 Larwin Road, Cherry Hi		06200
(Address)	11, 143 00034	
A section and the section of the sec	<u></u>	Fidelity and Deposit Company of Maryland
21.44 - 14. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15		(Surety)
ANKSIX		(1)
Kathley ale	(and)	.By:
(Witness as to Surety)K 7051 Camp Hill Road, S	athleen Abrams	(Attorney-in-Fact) John P. Sedor 7051 Camp Hill Road, Suite 200
(Address) Fort Washington, PA 19	034	(Address) Fort Washington, PA 19034
1 OIL WASHINGTON, FA 19	T T T T T T T T T T T T T T T T T T T	TOIL WASHINGTON, FA 17034

NOTE: Date of BOND must not be prior to date of Contract,

If CONTRACTOR is partnership, all partners should execute BOND.

# PERFORMANCE BOND

## Bond No. PRF9400471

KNOW ALL PERSONS BY THESE PRESENTS: that
Allied Painting, Inc.
(Name of Contractor) 4 Larwin Road, Cherry Hill, NJ 08034
(Address of Contractor)
a Corporation hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)
(Corporation, Partnership, or Individual)
Fidelity and Deposit Company of Maryland
(Name of Surety) 2000 Market Street, Suite 1100, Philadelphia, PA 19103
(Address of Surety)
hereinafter called SURETY, are held and firmly bound unto
Borough of Surf City
(Name of Owner) 813 Long Beach Boulevard, Surf City, NJ 08008
(Address of Owner)
hereinafter called OWNER, in the total aggregate sum of
In lawful money of the United States, for the payment of which sum well and truly to be made, we block ourselves, our helps, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGAITON is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated 19th day of April 20 22, a copy of which is hereto attached and made part hereof for the construction of:  2022 Repairs/ Painting of the Elevated 200,000 Gallon Water Storage Tank, Borough of Surf City
NOW, THEREFORE, If the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings

NOW, THEREFORE, If the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the sald security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract to the WORK or to the SPECIFICATIONS.

PRÓVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this	instrument is executed in 3. counterparts, each
• "	(Number)
one of which shall be deeme	d an original, this the 20th day of April , 20 22 .
ÄTTEST:	Allied Painting, Inc.
	(Principal)
Sents Ca	
(Principal) Secretary	James Cannon, President
Canada Canada	
(SEAL)	
Kothler Obyl	Fidelity and Deposit Company of Maryland
(Witness as to RAMORE): Kathleen Abrams	Surety) (XCC) (Surety)
7051 Camp Hill Road, Suite 200 Fort Washington, PA 19034	·
(Address)	John P. Sedor, Attorney-in-Fact

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of April , 2022







Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

#### SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

## Fidelity and Deposit Company of Maryland,

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2020, which amounts have been certified on a Certification by Pricewaterhouse Coopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

## Fidelity and Deposit Company of Maryland, \$287,637,163

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2021 is as follows:

#### Fidelity and Deposit Company of Maryland, \$26,792,000

The amount of the bond to which the statement and certification is attached is \$655,800.00

- (1) 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 insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

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

### CERTIFICATE

I, Robert D. Murray, as Vice President for Fidelity and Deposit, a corporation domiciled in 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.

Robert D. Murray, Vice President

Dated: July 12, 2021 Effective: July 1, 2021

# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 1299 Zurich Way Schaumburg, IL 60196

# Statement of Financial Condition

As Of December 31, 2020

## ASSETS

Bonds\$ Stocks	262,624,334 19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable,	114,253
Other Accounts Receivable	29,083,530
TOTAL ADMITTED ASSETS\$	332,050,756
LIABILITIES, SURPLUS AND OTHER FUNDS  Reserve for Taxes and Expenses	539,588 43,847,005
Payable to parents, subs and affiliates	0
Payable to parents, subs and affiliates	
Payable to parents, subs and affiliates  Sccurities Lending Collateral Liability	
Payable to parents, subs and affiliates  Securities Lending Collateral Liability	44,413,593 287,637,163

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

Docusigned by:

Lawra J. Layarvyk

42DF8D847137480...

Corporate Secretary

State of Illinois
City of Schaumburg

SS:

Subscribed and swom to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.

RYAN HORGAN Official Seat Notary Public - State of Illinois My Commission Expires Dec 10, 2024

Notary Public

# The Fidelity and Deposit Company of Maryland

AMB #: 000387 NAIC #: 39306 FEIN #: 133046577

Domiciliary Address
1299 Zurich Way
Schaumburg, Illinois 60196-1056

United States

Web: www.zurlchna.com Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 086976 - Zurich Insurance Group Ltd is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superlor)

Affiliation Code: g (Group)

Outlook (or Implication): Stable

Action:

Affirmed

**Effective Date:** 

October 01, 2021

Initial Rating Date:

June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or implication): Positive
Action: Affirmed

Effective Date:

October 01, 2021

October 01, 2021

Initial Rating Date:

September 14, 2004

Financial Size Category View Definition

Financial Size Category: XV (\$2 Billion or greater)

u Denotes Under Review Best's Rating

# AFFIRMATIVE ACTION AGREEMENT MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

#### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 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, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with 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 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, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.</u>

- If the contractor or subcontractor has a referral agreement or arrangement with a union for a (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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (I) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request 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 until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, 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 Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or employ women and minority advanced trainees and trainees in subcontractor shall not be required to 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 Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C.

17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as 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 Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter IO of the AdmInistrative Code (NJAC 17:27)</u>.

Company:	Allied Painting, Inc.	Date: 4 9 2022
Signature:		Title: President

# **NOTICE OF AWARD**

TO:	<u>James Ca</u>	<u>nnon, Presidei</u>	1t		
	<u>Allied Pai</u>	nting, Inc.			
	4 Larwin	Road		<del></del>	
	Cherry Hi	II, NJ 08034			
Projec	ct Description:_	2022 Repairs/	Painting of th	<u>e Elevated 200,000 Gallon Water Stor</u>	age Tank, Borough of
Surf C	ity				
				nitted by you for the above described	WORK in response to
its Ad	vertisement for	Bids dated	<u>April 5,</u> 20 <u>2</u>	<u>2</u> .	
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	You are nere	by notified tha	it your BID na	s been accepted for items in the amo	unt or \$ <u>055,800.00</u>
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the de				led to consider all your rights arising	
20000	tance of vour B	ID as abandon	ed and as a fo	rfeiture of your BID BOND. The OWN	FR will be entitled to
	other rights as r			rieltare of your bib bond. The our	en win be entitled to
Such	Milet Hights as i	nay be grante	u by law.		
	Vou are requ	ired to return	an acknowle	dgment copy of this NOTICE OF AWA	RD to the OWNER.
	Tou are requ	ned to retain	an acknowic	agment copy of this Notice of 70070	
	Dated this	19 <sup>th</sup>	day of	April	, 2022.
				2 41/1	
				July Jan	
				(Owner)	
					•
			By:	Frank J. Little, Jr., P.E., P.P., C.M.E.	_
			Title:	Municipal Engineer	
			ACCEPT	ANCE OF NOTICE	
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this th			day of		20 <u>2</u> .>
By:		1			
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	7.7				

**JLAUGHLIN** 

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2022

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.

If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT Jill Laughlin, CISR Core Insurance Group 16 Campus Blvd., Suite 125 Newtown Square, PA 19073 PHONE (A/C, No, Ext): (610) 429-1310 FAX (A/C, No):(610) 429-1320 E-MAIL ADDRESS: info@coremailbox.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Zurich American Ins. Co. 16535 INSURED INSURER B : Liberty Ins. Underwriters 19917 Allied Painting, Inc. INSURER C : Evanston Ins. Co. 35378 4 Larwin Rd INSURER D : Markel American Ins. Co. 28932 Cherry Hill, NJ 08034 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. TYPE OF INSURANCE ADDLÍSUBR INSO WVD POLICY EFF POLICY EXP POLICY NUMBER LIMITS Α Х COMMERCIAL GENERAL LIABILITY 2,000,000 EACH OCCURRENCE
DAMAGE TO RENTED
PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR GLO-9937405-02 Х 3/3/2022 3/3/2023 100,000 5,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 4,000,000 GENERAL AGGREGATE POLICY X PRC LOC 4.000,000 OTHER: policy Annual Aggregate 10,000,0 PRODUCTS - COMP/OP AGG AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 2,000,000 Х ANY AUTO BAP-9937407-02 3/3/2022 3/3/2023 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Х AUTOS ONLY NON-OWNED AUTOS ONLY В UMBRELLA LIAB X OCCUR 5.000,000 EACH OCCURRENCE Х **EXCESS LIAB** 1000243488-06 3/3/2022 3/3/2023 CLAIMS-MADE 5,000,000 AGGREGATE DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-PER STATUTE WC0534907-04 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 3/3/2022 3/3/2023 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Pollution Liability MKLV1ENV103356 3/3/2022 3/3/2023 Each Occurence 5,000,000 D Excess Liability MKLM1EUE100627 3/3/2022 3/3/2023 Over 5M Prim Excess 5.000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2022 Repairs / Painting of the Elevated 200,000 Gallon Water Storage Tank. Borough of Surf City is included additional insured per written contract with respect to General Liability resulting from operations of the Named Insured for the Certificate holder, **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Borough of Surf City 813 Long Beach Boulevard Surf City, NJ 08008 AUTHORIZED REPRESENTATIVE

# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Assignment		
Code		

Official Use Only

FORM AA-201 Revised 11/11

# INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

1. FID NUMBER 22-3212126 3. NAME AND ADDRESS OF PRIME CONTACT. Allied Painting, Inc.	TD A OTO D	481								
	FDAOTOR	2. CONTRACTOR ID NUMBER 5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT  4814 Name: Borough of Surf City								
Allied Painting, Inc.	IRACIOR							ach Boul	evard	
			V.			Surf	City, NJ	8008		
(Name)					CONTR	ACT NUN	MBFR I	DATE OF AV	NARD DOLLAR AI	MOUNT OF AWARD
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(Street Address)								of PROJECT Inting of the	Flev. 200,000 Gallon	7. PROJECT NUMBER
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2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER									·	
6. HVAC MECHANIC										
7. IRONWORKER				1						
8. OPERATING ENGINEER	1			+						
9. PAINTER	5	2			3	1		<del>                                     </del>	Aug 15, 2022	Dec 9, 2022
10. PLUMBER									<u> </u>	
11. ROOFER	$\top$	<u> </u>							<del>                                   </del>	
12. SHEET METAL WORKER				1						
13. SPRINKLER FITTER								-		
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17. TRUCK DRIVER	-			<del> </del>			<del> </del>			
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Ana Iviana Jimenez  10, (Please Print Your Name)				C	ontrolle (Title)	<b>3</b> 1			, ,	
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(Area Code) (Telephone Number)	(Ext.)							7	(Date)	-