



280 Route 35 South, Suite 203, Red Bank, NJ 07701
Phone: 732-495-3800 Fax: 732-530-2006
www.ablemechanical.com

April 27, 2023

Union Township Board of Education
2369 Morris Avenue
Union, New Jersey 07083

Re: Contract Renewal
Bid #Kitchen Equipment Service & Repairs

Attention: Virginia Frain

Able Mechanical Inc. would like to thank you for giving us the opportunity to continue providing you with our Maintenance & Repair Service of District Food Equipment.

This renewal of contract would be in accordance with the terms and conditions of **Bid # Kitchen Equipment Service & Repairs** as attached with an increase to the cost of the contract as noted below:

- Hourly Labor Rate: \$ 145.00 First Half Hour + \$ 145.00 for any additional hour
- Invoice Markup Rate: Fifty (50%) Per cent
- Fuel Surcharge: \$ 12.00
- All work to be performed during the hours of 8:00 a.m. to 4:30 p.m. Monday thru Friday

Renewal shall apply to the 2023-2024 school year.

Thank you for the opportunity to be of service, if we may be of any additional assistance, please do not hesitate to contact our office.

Yours truly,

Jeanie Fitzsimmons
Contract Coordinator
hfitzsimmons@ablemechanical.com
732-495-3800
732-530-2006 -FAX

Acceptance of Proposal: *If all aspects of this proposal are acceptable to you, please sign below and return to Able Mechanical Inc.*

Authorized Signature: _____ Date: _____

**HEATING ~AIR CONDITIONING~REFRIGERATION
COMMERCIAL KITCHEN APPLIANCE REPAIR**

BID BOND

BOND NO. FP0024599

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
ABLE MECHANICAL, INC. as Principal, and

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY as Surety, is

hereby held and firmly bound unto TOWNSHIP OF UNION BOARD OF EDUCATION

as Owner, in the Penal Sum of TEN PERCENT OF THE AMOUNT BID NOT TO EXCEED TWENTY THOUSAND DOLLARS

(10% NOT TO EXCEED \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 2ND day of JUNE, 2022

The condition of the above obligation is such that whereas the Principal has submitted to
TOWNSHIP OF UNION BOARD OF EDUCATION

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the
KITCHEN EQUIPMENT SERVICE & REPAIRS

NOW THEREFORE.

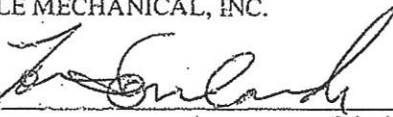
- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract,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

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

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

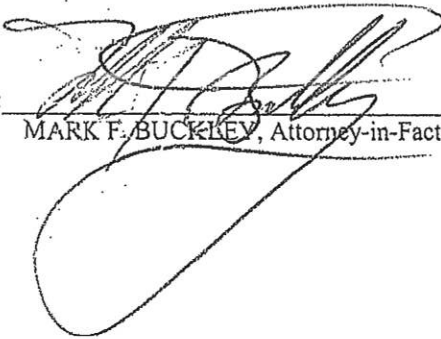
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

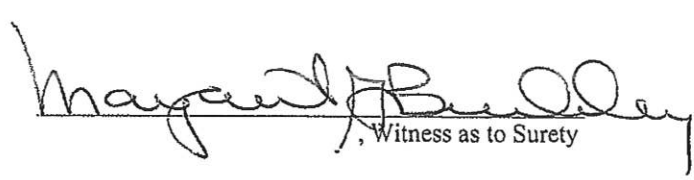
ABLE MECHANICAL, INC.

BY: 
Principal


Witness

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

BY: 
MARK F. BUCKLEY, Attorney-in-Fact


, Witness as to Surety

CONSENT OF SURETY

BOND NO. FP0024599

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

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

Incorporated, organized and existing under the laws of the State of NEW JERSEY

and licensed to do business in the State of NEW JERSEY certifies and agrees, that if contract for:
KITCHEN EQUIPMENT SERVICE & REPAIRS

for: TOWNSHIP OF UNION BOARD OF EDUCATION

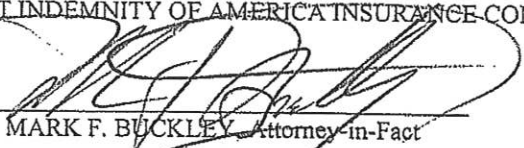
is awarded to: ABLE MECHANICAL, INC.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor, provided however, that this commitment shall expire ninety (90) days from the bid opening.


BID DATE: JUNE 2, 2022

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

BY:


MARK F. BUCKLEY, Attorney-in-Fact

BY:

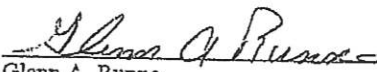

, Witness as to Surety

(To be accompanied by the usual proof of Authority of officers of the Surety Company to execute same.)

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
 2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2021

Assets:	
Bonds	\$ 7,087,025
Preferred & Common Stocks	5,476,740
Mortgage Loans	104,166
Real Estate	1,441,248
Cash and Short Term Investments	5,500,024
Investment Income Due and Accrued	92,340
Premiums in the Course of Collection (under 90 days)	368,738
Reinsurance Recoverable on Loss and LAE Payments	22,693
Deferred Tax Asset	469,034
Other Assets	<u>89,639</u>
Total Admitted Assets	\$ <u>20,651,647</u>
 Liabilities and Surplus:	
Reserve for Loss and Loss Adjustment Expenses	6,060,993
Other Expenses	475,249
Taxes Licenses and Fees	(3,676)
Federal Income Tax Payable	-
Unearned Premium	1,655,374
Amounts Withheld or Retained for Others	1,642,004
Ceded Reinsurance Balances Payable	129,012
Security Deposits	<u>21,664</u>
Total Liabilities	9,980,620
 Capital & Surplus:	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	<u>6,690,082</u>
Surplus as Regards to Policyholders	<u>10,671,027</u>
Total Liabilities and Surplus	\$ <u>20,651,647</u>

I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2021, according to the best information, knowledge, and belief.

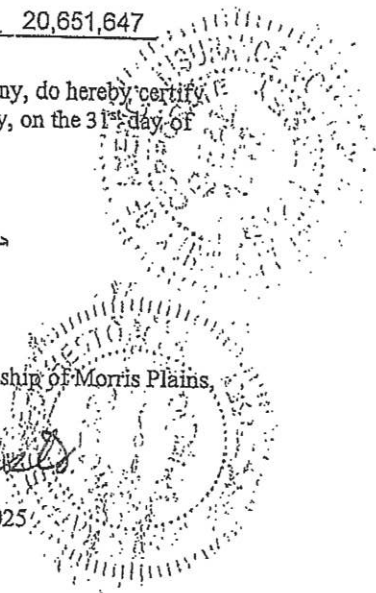

 Glenn A. Runne
 Chief Financial Officer

State of New Jersey
 County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2021.




 Kathleen Fochesto
 My Commission Expires March 16, 2025



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

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Mark F. Buckley, Christopher W. Siegmann, Eric N. Mead, Aja Hession, Erica Belicose, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

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

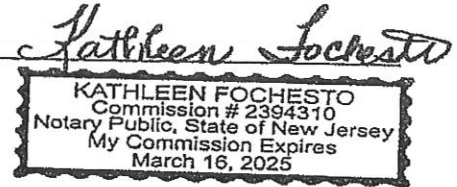


Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

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



CERTIFICATE

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

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

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

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

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 2 day of June, 2022.



Jane E. Lynch
Jane E. Lynch, Secretary

FP0024599

Kitchen Equipment Service & Repairs

PART I GENERAL CONDITIONS

This specification is written as authorized by Mrs. Yolanda Koon, School Business Administrator as directed by NJSA 18A: 17-28. All inquiries to these specifications shall be directed to:

Twp of Union Board of Education
Facilities and Grounds
2369 Morris Avenue
Union, New Jersey 07083
(direct) 908-851-6427.

All bids must be on an approved Bid form and must be in a sealed envelope endorsed on its face with the name of the person, firm or corporation making the proposal, date of its presentation and the title of the services, materials, equipment or supplies for which such proposal is made.

Proposals must be submitted with all blanks appropriately filled in. They must be signed. Proposals, which are incomplete, conditional, or obscure, may be rejected.

In setting forth specifications, it is the intention of the Board of Education to offer equal opportunity to all bidders. Items referred to by number of company name are for descriptive purposes only and do not rule out equal substitutions.

Bidder shall submit price per stated item and the extension against each item. In the event of a discrepancy between unit price and extension, the unit price will prevail. Any price inserted must be net, delivered uncrated, set up in place and include all charges. Curb or tailgate delivery will not be accepted. Packages must be limited to 75 pounds.

Failure to meet specifications shall release the Board from any or all obligations to contract manufacturers, his/her agents, or his/her dealers and shall enable the Board to place the order with whom they please without obligation or restriction as to the manner of purchasing.

Unless otherwise stated, items must be delivered within sixty (60) days of the receipt of purchase order.

Contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, as none will be provided by the Board of Education.

All damaged items, or items which do not comply with specifications will not be accepted and title thereof will not vest to the Board of Education until such items are accepted by the Board of education. The contractor must replace, without further cost to the Board, such damaged or non-complying items before payment will be made.

The successful bidder is requested to furnish and deliver items covered by the specs for a period of one (1) year from the date of bid opening. If bidder wishing to base his/her prices on a different period, he/she is requested to specify that period. During the term of the contract, additional items and/or services can be procured at the unit prices indicated on the bid specifications sheets.

Where general conditions clauses are repeated herein it shall be understood as calling special attention to them or as a further qualification and shall not be construed as omitting any other part of the general conditions clause.

Definitions:

Bidder any individual or contractor who submits a bid that conforms legitimate bid pursuant to 18A: 18A-22

Contractor refers to the successful bidder

The Board or Board of Education refers to the Twp of Union Board of Education and/or it's authorized agent

Price Time Period: Prices quoted by the bidders for the life of the contract from the date of bid award. During the term of the contract, additional items and/or services can be procured at the unit price(s) indicated by the bidder(s) on the bid specification sheet(s).

Contract Renewal: Pursuant to 18A: 18A-42, the board, upon agreement with the vendor, may elect to renew a contract for one (1) year periods, for a period not to exceed two (2) additional years providing any increases in the contract cost over the two year period shall be in compliance with current applicable laws and regulations.

INTENT

Pursuant to 18A: 18A-15. It is the intent and purpose of these specifications to describe the general conditions and requirements necessary for the entering into an agreement and contract for **Kitchen Equipment Service & Repair** as provided for herein and as applicable in the proposal form, or as mutually agreed upon during the period of contract. The conditions and requirements are intended to encourage free, open, competitive and non-restrictive bidding and uniformity in the submission of bids and selection of the most responsible contractor. The contract will be for one year beginning July 1, 2022 and continuing through June 30, 2023.

Intent of these specifications is to cover maintenance service complete in every respect. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed to be understood by the bidder and included herein.

All materials and equipment shall be new and in excellent condition.

It shall be mutually agreed that the contractor has included cost to remedy all deficient items in his proposal and he will be responsible for satisfactory/functioning of the equipment without extra compensation. The contractor may at his option provide with the bid a detailed list explaining the work intended to be performed under the clause.

The Board of Education will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

The successful bidder will be required to complete the work in its entirety or any part thereof, to the satisfaction of the Manager of Facilities and Grounds in strict accordance with the specifications and pursuant to a contract therefore.

CONSIDERATION OF BIDS

Contracts will be awarded to the lowest, responsible bidder. The awards will be made, or rejected, within sixty (60) days from the date of the bid opening.

All bid deposits of the unsuccessful bidders (except the lowest three (3) bidders) will be returned or refunded by the Board of Education within ten (10) days of the opening.

The bid security of the unsuccessful bidder, and the next two (2) lowest bidders will be retained by the Board of Education until the execution and delivery of the formal contract and performance bond of the low bidder. At such time, bid deposits of the other two (2) low bidders will be returned.

The Board of Education reserves the right to waive, in its sole discretion, any bid requirements when such waiver is in the genuine best interest in the district, and where such waiver is permitted by law.

The bidder to whom the contract is awarded shall execute, and deliver the requisite contract documents including the required performance bond within 10 days after notification of contract award. Upon his or her failure or refusal to comply in the manner and within the time specified, the Board of Education may either award the contract to the next lowest bidder or re-advertise for new bids/proposals. In either case, the Board

of Education may hold the defaulting bidder and his or her surety liable for the difference between the applicable sums quoted by the defaulting bidder, and the sum which the Board of Education may be obligated to pay the contractor who undertakes to perform and complete the work of the defaulting bidder.

The board reserves the right to reject any and all bids, at its option, without recourse, and to waive immaterial informalities.

DISQUALIFICATION OF BIDDERS (N.J.S.A. 18A:-18A-22):

No bid shall be accepted that does not conform to the specifications furnished by Board of Education.

Failure to comply with the contract documents in their entirety shall be grounds for disqualification. Bids must be made on standard proposal forms as provided in the specifications furnished by the Board of Education.

PENALTIES FOR FALSE STATEMENTS (N.J.S.A. 18A:18A-33):

A person that makes, or causes to be made, a false, deceptive or fraudulent statement in any questionnaire required to be submitted in response to any INVITATION TO BID AND/OR REQUEST FOR PROPOSAL advertised by the Board of Education, and is subsequently convicted as a result of due process, the State may take action to initiate debarment proceedings against the bidder for a reasonable period of time consistent with the seriousness of the offenses.

QUALIFICATION OF BIDDERS

The bidder shall hold the appropriate licenses, certifications, or other professional credentials required by appropriate federal, state and local laws to perform these services.

PRE-QUALIFICATION/CLASSIFICATION

State Pre-Qualification affidavits (in separate envelope): Per Chapter 105, Laws of 1962, a bidder on public work of over \$20,000 for a Board of Education must first have been qualified by State Dept. of Treasury. He must submit with his bid notarized affidavits setting forth the type of work for which he has been qualified (NOTICE OF CLASSIFICATION), and the total amount of uncompleted work on contracts on the date of the classification (TOTAL AMOUNT OF UNCOMPLETED CONTRACTS). Forms and information are available from Division of Property Management and Construction, Taxation Building, West State & Willow Streets, Trenton, NJ 08625, (609) 292-1718.

BUSINESS REGISTRATION CERTIFICATE

A-3130 (PL 2004 c.57) requires all local contracting agencies including school districts to collect state "business registration" certificates of vendors with whom they conduct business.

The law requires the submission of a registration certificate at the time of bid.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L. 1999, c.238)

Bidders are required to be registered with State of New Jersey Department of Labor, Division of Wage and Hour Compliance before submitting a bid for a "public work" contract.

Bidders are to submit a copy of their contractors Certificate of Registration or evidence that the contractor has submitted a registration application with the bid.

NON-COLLUSIVE AFFIDAVIT (N.J.S.A. 52:34-15):

Bidders shall comply with the required completion and submittal of a FORM OF NON-COLLUSION.

CORPORATE OWNERSHIP DISCLOSURE (N.J.S.A. 52:25-24.2):

Bidders shall supply with their bid a statement setting forth the names and addresses of all stockholders owning ten percent (10%) or more of the stock in the case of a corporation or ten percent (10%) or more of the stock or greater interest in the case of a partnership or acknowledgment that no person or entry has ten (10) or greater priority interest in the bidder. Contained in the Form of Proposal is the STATEMENT OF OWNERSHIP FORM which should be completed by the bidder.

AFFIRMATIVE ACTION REGULATIONS (P.L. 1975, C.127 AND N.J.A.C. 17:27):

Bidders are required to comply with the State of New Jersey, Affirmative Action Regulations (P.L. 1975 , C. 127 and N.J.A.C. 17:27). One of the following documents will be accepted: Federal Letter or Plan of Approval, Certificate of Approval, Certificate of Employee

SHIPPING COSTS AND FEES

All bid prices are firm and include FOB destination delivery and necessary mounting hardware.

AWARDS:

In executing the contract, the successful bidder agrees to perform all work in accordance with the terms and conditions of the Contract Documents to the reasonable satisfaction of the Board of Education, and to complete all work within the number of calendar days specified in the contract.

Successful bidder will be notified of the time and place for the signing of contracts, key requirements in the conduct of the contract, including, but not limited to, the number of days of performance of the contract, manner and schedule of payments, and other administrative details will be reviewed at the award meeting.

AWARD OF CONTRACTS WHEN BIDS ARE EQUAL (N.J.S.A.18A-18A-38):

Whenever two or more proposals of equal amounts are the lowest bids/proposals submitted by responsible bidders, the Board of Education may award the contract to any one of such bidders as, in her discretion, she may determine.

PART II PERFORMANCE

CONTRACTOR'S RESPONSIBILITY

Contractor will carefully examine the existing building(s) and ground(s) and make all necessary investigations to inform himself thoroughly and fully for delivery of materials and equipment.

Contractor will be held to have examined all specifications and all other data or instructions pertaining to the service work.

No consideration or allowance will be granted for failure to visit site(s), or for any alleged misunderstanding or materials to be furnished, or work to be done. It being understood that tender of proposal carries with it agreement to all items and conditions referred to herein.

The contractor shall use only skilled, competent, trained, licensed or certified personnel. If, due to the fault or neglect of the contractor, his agents, or employees, any damage occurs to the Board of Education property, and/or equipment during performance of this contract, the contractor shall be responsible for such loss or damage. The Board of Education, at its option, may either require the contractor to replace all property or reimburse the Board of Education for the full value of the lost or damaged property.

PREVAILING WAGE ACT P.L. 1963, c150 (C.34:11 – 56.25, et seq.)

Contractors are required to comply with the State of New Jersey Prevailing Wage Act, and will be required to show proof of payment of prevailing wages to any and all employees involved in the performance of this contract. Bidders are encouraged to contact the State of New Jersey, Department of Labor, Prevailing Wage Determination Office in Trenton, New Jersey and request current copies of the appropriate County Wage and Benefits Rate.

ASSIGNMENT OF CONTRACT

The contractor shall not sell, transfer, assign or otherwise dispose of the contract to any third party. The contractor shall not assign, by power of attorney, or otherwise, any of the moneys to become due and payable under this Contract.

INTERRUPTION OF SERVICES - SHUTDOWN

Where work makes temporary shutdown of services unavoidable, shutdown at night or at such times as approved by the Owners, which will cause least interference with established operating routines. Arrange to work continuously, including overtime if required, to assure that building services will be shut down only during time actually

required to make necessary connections to existing work and/or removals that may be required.

Any shutdowns of existing services are to be kept to a minimum. Prior to any shutdown, arrangements shall be made with the Owners to establish a time agreeable to them. If this time is to be on a premium time basis, there shall be no additional charges or costs to the Owners.

PERFORMANCE BONDS (N.J.S.A. 18A-18A-25)

The successful bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for faithful performance of this contract. No contract shall be executed unless, and until the required performance bond is submitted to the Board of Education, and the Surety must be presently authorized to do business in the State of New Jersey. The cost of all performance bonds required under this contract shall be borne by the contractor. The performance bond must be legally effective as of the date the contract is signed. The bond must indicate the contractor's name exactly as it appears on the contract.

GUARANTEE

Contractor shall guarantee in writing all labor and materials for a period of one (1) year from date of substantial completion. Such guarantee shall include all repairs and/or replacement at the contractor's expense. This guarantee shall include any and all defects which may appear in his work, equipment, apparatus, or materials, during that period, which arise from defective workmanship, imperfect or inferior materials.

MATERIAL (Domestic) AND LABOR

All materials shall be new and of the best quality of their respective kinds; workmanship shall be in all respects of the highest grade; and all construction shall be done according to the best practice of the trade.

All materials incorporated into this project are to comply with the statutes on the use of Domestic Materials on Public Work. (N.J.S.A. 52:33-1 to 52:33-4) and (N.J.S.A. 18A:18A-20)

It is the contractor's responsibility to accept all deliveries of products and materials ordered for this job. The Board will not accept any deliveries.

Worker & Community Right to Know Act Requirements:

- It is required that the contractor ensure that containers of substances belonging to the contractor that are stored at the owner's facility are properly RTK labeled. Refer to N.J.A.C. 8:59-5.10.
- Surveys of Hazardous substances stored at the owner's facility by the contractor are to be provided to the owner of the facility. Refer to N.J.A.C. 8:59-2.2(h).
- Material Safety Data Sheets (MSDS) from the manufacturers, suppliers, Contractors must be provided to the owner for all products present at, purchased for, and brought on site at the owner's facility, prior to the delivery of the subject material to the site. Refer to N.J.A.C.8:59-2.2(1).
- All contractors are to keep on file all MSDS's in the field office at the location where material is used.

SUBCONTRACTS

Pursuant to 18A:18A-18, there will be set forth in the bid the name or names of all subcontractors to whom the bidder will subcontract his work, each of which subcontractors shall be qualified in accordance with N.J.S.A. 18A:18A-1 et seq. Subcontractors are required to fulfill all requirements as specified by the CONTRACTOR REGISTRATION ACT (P.L. 1999 c238) The school district shall require evidence of performance security to be submitted simultaneously with the list of subcontractors.

The Board of Education will recognize only the successful bidder for the proper execution of the entire work under the contract. No subcontractor will perform any work without prior written notification to and approval by the Board of Education. Approval of a subcontractor by the Board in no way relieves the contractor from full responsibility for fulfilling all conditions of the contract.

LAWS AND PERMITS

The contractor shall comply with all federal, state and municipal laws and ordinances. The contractor is solely responsible to prepare all documents, give all notices, obtain all permits, pay all costs and fees for permits and inspections and obtain all certificates and approval for the work. Copies of such documentation shall be delivered to the Manager of Facilities and Grounds.

All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.

The contractor will possess at no cost to the Board of Education, all qualifications, licenses, and permits to engage in the business of repair and maintenance as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses, and permits as may be required within such jurisdiction.

The Contractor shall be totally responsible for compliance with regulations established under the Federal Occupational Safety and Health Act of 1970 or more recent, including agreements with the US Department of Labor and the State of New Jersey under the state plan section of the act and any applicable amendments or revisions thereof whether associated with the furnishing of equipment and/or systems, and furnishing and installation of equipment and/or systems, the construction of facilities, the performance of services or any other similar contractual relations.

The Contractor shall be responsible for any violations of the Regulations including payment of costs involved correction of violations, hearing or appeal procedures, claims and/or fines associated with said violations.

The Contractor is advised that this is a school building and that special attention to public safety is required (possible in addition to any written safety requirements).

Contractor to submit a safety plan within 20 days of receiving award to specifically address public safety, staging area, excavation, ladders, scaffolding, personal protection, demolition and disposal procedures.

The Contractor will act as the Owner's overall safety representative and enforcer of safety requirements for the entire project. The Owner, Owner's Representative and Architect have no liability, responsibility or expertise in the area of safety and will defer to the Contractor and OSHA to take the necessary action to prevent, diffuse, correct, or otherwise minimize exposure to an unsafe condition.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for all damage to persons or property, caused or alleged to have been caused by or incident to the execution of this work, and shall defend suits or claims arising or incidental to the Work without expense or annoyance to the Owner or the Architect; the Owner having the right to retain out of any payment sufficient money to settle any such claims.

Should the Contractor, his workmen, Subcontractors, materials tools or equipment cause damage to the building, property, materials, or equipment of others. Such shall

be repaired or replaced to the satisfaction of the Architect by the party originally furnishing or installing it. Such replacing or repairing being done under the direction of the Architect and the cost of the damage being paid by the Contractor causing the damage. All guarantees or warranties voided by such damage shall be reinstalled in full upon repair or replacement, the cost of such being paid by the Contractor causing the damage.

INSURANCE

Prior to the start of any work: the successful bidder shall furnish a Certificate of Insurance to the Manager of Facilities & Grounds showing the following minimum insurance requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that no less than 30 days notice will be given to the owner prior to cancellation, termination, or material alterations of said insurance.

Workers Compensation and Employer's Liability in accordance with the statutory requirements. Contractor shall require all subcontractors to similarly provide the same coverage. "All States" Endorsement shall be attached and the Employer's Liability Insurance shall carry a minimum statutory limit with employers liability of \$500,000 each person.

Comprehensive General Liability Insurance including Products/Completed Operations, premises operations (including X- C- U), independent contractors' protective, owned and not owned and hired motor vehicles, Broad Form coverage for Property Damage.

General Aggregate	\$2,000,000
Products Completed Operation Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Bodily Injury	\$500,000 each occurrence
Property Damage	\$500,000 each occurrence

The completed Operations coverage shall be written so as to protect the owner in the event of damage to the owner's and/or any other person's property and for bodily injury or death in the amounts shown. This insurance shall be maintained for the duration of the guarantee period.

Contractual Liability Insurance will indicate that it includes the contractual obligations stipulated in the contract.

Comprehensive Automobile Liability Insurance with the following minimum limits of liability:

Combined Single Limit	\$1,000,000
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This insurance is to apply to all owned, non-owned and hired automobiles used by Contractor in the performance of the work.

Umbrella Liability Insurance with the following minimum limits of liability:

\$2,000,000 each occurrence/aggregate for project

The insurance coverage outlined above are to include the owner as an additional insured with respect to its liability arising out of operations performed under this contract or purchase order.

The owner shall be provided with All Risk Builders Risk Insurance, including, but not limited to fire, extended coverage, vandalism and malicious mischief. This insurance shall be in the name of the Owner, the Contractor and the Subcontractors and shall cover the work, materials and equipment which are on the site and incorporated or to be incorporated in the work to the full extent of their insurable value. Before work is started, the Owner shall have the Contractor's Certificate of Insurance or a copy of the endorsement showing evidence that the interests of all parties mentioned above are protected by the policy and that they are not subject to subrogation by the insurance company. A loss caused by hazards insured by this All Risk Insurance and not covered due to the application of deductibles shall be for the account of the Contractor.

No policies of insurance shall contain any exclusions relating to the work to be performed pursuant to the contractual documents.

CLEAN UP/STORAGE

The Contractor shall at all times maintain all areas in and about the work site free of trash, debris, and all other work related materials. The Contractor at the Contractor's expense shall remove all aforementioned materials from the premises. The Contractor **shall not use Board of Education** trash containers for any disposal of waste. All materials shall be stored in an orderly fashion and storage site **must** be pre-approved by the Manager of Facilities and Grounds or the Assistant Manager.

PAYMENT

As soon as practicable, after the close of each month, the contractor shall submit the following documents to the:

Twp of Union Board of Education
District Facilities and Grounds
2369 Morris Avenue
Union, NJ 07083

- **CONTRACTOR'S INVOICE**
- **SIGNED TWP OF UNION BOARD OF EDUCATION VOUCHER**
- **PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS (NJAC 12:60-2.1 and 6.1)**

The aforementioned request for payment will be processed in accordance to established procedures of the Board of Education. Contractor's Invoice shall be itemized and include location of repair, nature of repair, materials and labor. Failure to provide all of the aforementioned documentation may result in withholding of payment until such requirements are fulfilled. Request for final payment should include all warranties, closeout documentation, affirmative action and any other required reports as well as vouchers.

FINAL PAYMENT WILL BE WITHHELD UNTIL ALL DEBRIS AND EXCESS MATERIALS ARE REMOVED AND TAKEN AWAY FROM SCHOOL PROPERTY.

DIRECTION OF WORK

All work performed under the auspice of this specification is at the direction of the Manager of Facilities & Grounds as the Boards' agent. The contractor is not authorized to negotiate, take direction from, or solicit from any other person.

CONFLICTS

Should it appear that there is real or apparent discrepancy between sections of specifications concerning nature, quality or extent or work to be furnished, it shall be assume the contractor has based his bid on the most comprehensive interpretation. Final decision will rest with the Manager of Facilities and Grounds.

DISCREPANCIES AND ACCEPTANCE

Pursuant to 18A:18A-44. The Board of Education delegates such authority to reject any materials or services that do not conform to the appropriate specifications, standards, and laws to the Manager of Facilities & Grounds. Such authority will be executed at the discretion of the aforementioned administrator. All work performed shall be in accordance with industry standards and in compliance with local, state, and federal regulations. The final approval of all work and materials is delegated to the Manager of Facilities & Grounds.

INSPECTION

The quality of maintenance service shall be subject to inspection by the State or local offices at any time. Should it be found that quality of the maintenance service being performed is not satisfactory, and that the requirements of the specification are not being met, the Manager of Facilities and Grounds may terminate the contract. In accordance with the ten day notice provision and employ a contractor to place the equipment in a satisfactory condition the existing contractor and his surety shall be liable to the Board of Education for such cost account thereof.

STOP WORK ORDER

The Board of Education, Manager, Facilities and Grounds Department reserves the right to stop the work covered by this proposal at any time that he deems the successful bidder to be unable or incapable of satisfactorily performing the work. In the event of such stoppage, the Manger of Facilities and Grounds shall have the right to arrange for completion of the work in such a manner as he may deem appropriate. If the cost exceeds the amount of the bid, the successful bidder and its surety shall be liable to the Board of Education for any such cost incurred. In the event that the Manager of Facilities and Grounds stops the work as provided herein, the contractor shall be given written notice thereof together with the reason therefore and the contractor shall have ten working days to respond thereto before any such order shall become effective.

WORKING HOURS

All work shall be done during regular working hours on regular working days. All bids shall be based on work being performed Monday through Friday, except on Custodial Holidays, between the hours of 8 a.m. and 6:00 p.m. Any other schedules are to be approved by the Manager of Facilities & Grounds prior to start of contract. Work must be coordinated with Manager of Facilities & Grounds and must not interfere, interrupt or endanger school students, personnel or operations.

SCHEDULING/COMPLETION OF WORK

The contractor shall be subject to adhere to the facility's rules and regulations and shall sign in and out at the school office whenever entering or leaving the premises. The successful bidder shall recognize that any work at any school shall have minimal impact on the educational process at that facility. He/she shall be paid only for the time spent in the district; travel time shall not be paid for.

All work shall be scheduled through the Manager of Facilities and Grounds or Assistant Manager. Before commencing, call 908-851-6427 to make arrangements.

BUILDING LOCATIONS

BUILDING	ADDRESS
Administration Building	2369 Morris Avenue, Manager
Hamilton Building	1231 Burnet Avenue, Manager
Battle Hill Elementary School	2600 Killian Place, Manager
Connect Farms Elementary School	875 Stuyvesant Avenue, Manager
Franklin Elementary School	1550 Lindy Terrace, Manager
Jefferson (Central 5) School	155 Hilton Avenue, Manager
Livingston School	960 Midland Blvd, Manager
Washington Elementary School	301 Washington Avenue, Manager
Kawameeh Middle School	490 David Terrace, Manager
Burnet Middle School	1000 Caldwell Avenue, Manager
Hannah Caldwell School	1120 Commerce Avenue, Manager
Union High School	2350 North 3 rd Street, Manager

DURATION OF CONTRACT

July 1, 2022 through JUNE 30, 2023

PART III TECHNICAL SPECIFICATION

Scope of Work

The Manager Board of Education is seeking bids for repair, maintenance, or replacement of various kitchen equipment and appliances including cooking, food preparation, warming units and cleansing/washing units. This will be a time and materials contract with set labor costs and parts markup/discount.

- a. The contractor shall provide job labor for repairs, adjustments, new installations, and service of district-owned kitchen equipment when so directed by the Manager of Facilities & Grounds or his/her designee.
- b. Response to all calls for repair, maintenance and/or replacement shall be on an as needed basis and shall be within 24 hours except that response to emergency calls shall be within 4 hours. The successful bidder's failure to respond within the timeframes listed may result in the voiding of the contract and it being awarded to the next lowest responsive bidder for the duration of its life.
- c. The Board of Education reserves the right to supply any materials, parts or supplies. Should the Board of Education provide the materials for the work project under this contract, the contractor will not be entitled to any mark ups.
- d. Repairs will include but not be limited to stoves, cook tops, ovens, warmers, mixers, food preparation, dish/tray washers, etc.
- e. Technicians must be fully qualified Journeymen and shall provide proof of at least 5 years experience in the maintenance and repair of commercial kitchen applications.
- f. Contractor will bill in conformance with submitted bid for the actual time on site and materials cost.
- g. Trip charges are not allowed under this contract. Hourly charges will start at the time the technician shows up at the jobsite.
- h. All technicians shall report by signing in when he/she arrives in the district, and signing out when he/she leaves the district. The successful bidder shall recognize that any work at any school shall have minimal impact on the educational process at that facility.
- i. For all major repairs and/or installations, the contractor shall provide an all inclusive quote for labor and materials to the District to be prepared at no additional cost to the District. The District reserves the right to accept or reject these proposals based on available funding.
- j. The contractor shall provide the names, addresses and telephone numbers of at least three (3) other governmental agencies for which similar maintenance/repair work is currently being performed.

PART IV OFFICIAL BID FORM

TWP OF UNION BOARD OF EDUCATION

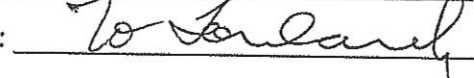
Kitchen Equipment Service & Repairs

FORM OF BID

The undersigned do declare that they examined the specifications and other contract documents, as well as the premises, and all laws, ordinances and regulations governing the work, and that I/we propose to provide all materials, labor, transportation and equipment and to perform all work described in the specifications as prepared by the Manager Board of Education, District Facilities & Grounds.

NAME OF COMPANY OR CONTRACTOR: Able Mechanical Inc.

NAME: Tom Lombardi TITLE: President

SIGNATURE: 

ADDRESS: 280 Route 35 Suite 203 CITY: Red Bank STATE: NJ ZIP: 07701

PHONE: (732) 495 - 3800 FAX: (732) 530 - 2006

DATE: 5/31/22

<i>Scope of Work</i>	<i>7/1/2022 – 6/30/2023</i>
Rate per hour Monday through Friday 7 a.m. to 6 p.m.	\$ 140.00
Rate per hour Monday through Friday After Hour Repairs	\$ 210.00
Percent (%) discount off of manufacturer's list on parts	-15% (mark up 15%)

NOTE: Repair parts manufactured by other than those manufacturers whose equipment is currently installed or listed in this specification will be considered providing it is proven equal in every respect and compatible with the systems. Specification sheets for any substitute items must be submitted with the bid package or the bid may be rejected.

**NOTIFICATION OF ASBESTOS CONTAINING
MATERIAL
AHERA NOTIFICATION**

To all Contractors, Subcontractors and Workers,

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations you are hereby informed that the owner has conducted an inspection of its buildings for asbestos containing building materials. A management plan has been developed and approved. The plan identifies asbestos containing building material(s) located in surfacing, thermal insulation, miscellaneous materials and in locations throughout the buildings, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure) and recommends action based upon the potential release of asbestos fibers.

If during the course of executing this contract you or any of your personnel encounter possible or suspected asbestos containing material, you are hereby directed to cease all operations and notify the Manager of Facilities and Grounds telephonically at 908-851-6427 **immediately**.

You are hereby informed that you have the right to inspect our management plan prior to commencement and any time during your work in the district. You are also directed to inform someone if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

Your signature below acknowledges that you have been informed of the existence of asbestos containing materials, aware of notification procedure, and have been made aware of your rights under the AHERA Regulations. You also have the responsibility to notify any and all persons involved in the execution of this contract as to the contents of this letter.


Name: Tom Lombardi

Position or Corporate Title President

Company Able Mechanical Inc.

Address: 280 Route 35 Suite 203 Red Bank, New Jersey 07701

Date: 05-31-2022

Signature: 

**CONTRACTOR'S QUALIFICATION STATEMENT
EXPERIENCE
EQUIPMENT AND FINANCIAL QUALIFICATIONS**

The signatory if this proposal guarantees the truth and accuracy of all statement and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name?

29

2. What projects of similar nature has your organization completed?

Name of Owner And Location	Name and Telephone # of Person in Responsible Charge	Type of Project	Amount of Contract	Date of Completion
1. Old Bridge Township B.O.E	Veronica Dima 732-290-3974	Maintenance & Repair of District Food Service Equipment	\$ 17,151.24 / school year for maintenance & Time & Material for Repair	On-going
2. South Brunswick B.O.E	Diane Copeland	Kitchen Equipment Service & Repair	Time & Material	On-going
3. Watchung Hills Regional High School B.O.E	Stacey A. Viscariello	Kitchen Equipment Service & Repair	Time & Material	On-going

3. Have you, your company, or any organization of which you have been a responsible officer, or agent, ever failed to complete any work awarded to you? If so, where and why?

No

4. Have you or your company ever defaulted on a contract?

No

5. Has your company ever been adjudged as bankrupt, or been subject to a receivership, or an order of reorganization?

No

BID PROPOSAL

NAME OF BIDDER Able Mechanical Inc.

BUSINESS Able Mechanical Inc.

TELEPHONE NUMBER 732-495-3800

DATE OF BID June 2, 2022

Bidder above-mentioned declares and certifies:

That the said bidder is of lawful age and the only one interested in this bid, and that no one other than said bidder has any interest herein.

II. That this bid is made without previous understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

III. That no member of the Board of Education of the Twp of Union, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

IV In accordance with Chapter 33, Laws of 1977 said bidder, whether a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall be listed.

V. That said bidder has carefully examined and understands that the general Conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board of Education are a part of the bid proposal; and will, if

successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.

VI. That he proposed to provide the services at the costs listed.

VII. In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order as the case may be, the undersigned agrees to pay to the Board, on demand, the difference between the price or prices bid and the price or prices for which such items shall be subsequently purchased. No plea of mistake is such accepted bid shall be available to the undersigned bidder, and no bid may be withdrawn before the expiration of 45 days of submission thereof.



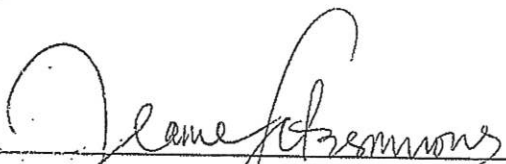
Authorized Signature

President

Title of Signatory

Subscribed and sworn to before
Me this day of May 31, 2022

Affix Corporate Seal
If Applicable



Notary Public or Commissioner of Deeds
Jeanie H. Fitzsimmons

JEANIE H FITZSIMMONS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50184016
MY COMMISSION EXPIRES FEB. 4, 2027

Jeanie Fitzsimmons

From: Yolanda Koon [ykoon@twpunionschools.org] on behalf of Yolanda Koon
Sent: Monday, May 23, 2022 12:31 PM
To: Jeanie Fitzsimmons
Subject: Re: Question on Kitchen Equipment Service & Repairs Bid

Good Day,

The Surety doesn't have to be submitted when bids are due. Surety bonds will come into play when the District awards the winner and before we fully execute the agreement. So you are fine to submit.

Please confirm receipt of this email.

On Mon, May 23, 2022 at 10:45 AM Jeanie Fitzsimmons <hfitzsimmons@ablemechanical.com> wrote:
Good Morning Mrs. Yolanda Koon,

Could you kindly let us know the Estimated Contract Amount for Kitchen Equipment Service & Repairs Bid.

We would need this in order to fulfill the Consent of Surety as per Bid request.

Thank you!
Regards,

Feel free to describe your experience with Able Mechanical by leaving us a review. We appreciate your business!

Jeanie Fitzsimmons
Company Representative

HFitzsimmons@AbleMechanical.com

Online payment option can be found on our website <https://www.AbleMechanical.com/>



BBB Rating: A+
As of 3/1/2022
Click for Profile



Home Services Commercial Kitchen Repair Commercial HVAC Commercial

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient you are hereby (a) notified that any disclosure, copying, distribution or taking any action with respect to the content of this information is strictly prohibited and may be unlawful, and (b) kindly requested to inform the sender immediately and destroy any copies.

Consent of Surety

(Bidder Must Submit)

_____ (hereinafter called Surety), organized and
(Name of Insurance Company) existing under the laws of the State
of _____ and duly authorized and qualified to transact business in the
State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the
United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in
consideration of other valuable consideration, hereby certifies and agrees that if the contract for
which the attached Proposal is made be awarded
to _____ (hereinafter called Contractor) for the
performance of certain work or the supplying of certain materials, or both, as more particularly
set forth in said Proposal and described for purposes of this instrument as a Proposal to the
Board of Education, and if Contractor shall enter into the contract, Surety will become bound as
surety for its faithful performance and will provide the Contractor with a bond in the full amount
of the contract price.

(Name of Insurance Company)

Address _____

Signature of Attorney-In-Fact for Insurance Company

Note: Proof of authority of officers of surety company to execute this document must be submitted.

THE CONSENT OF SURETY FORM ABOVE CONTAINS THE LANGUAGE THE BOARD OF EDUCATION FINDS ACCEPTABLE.

WE SUGGEST THE ABOVE BE COMPLETED BY YOUR INSURANCE COMPANY AND SUBMITTED WITH YOUR BID.

BY DOING THIS, YOU REDUCE THE RISK OF YOUR BID BEING REJECTED FOR HAVING SUBMITTED A CONSENT OF SURETY WHICH CONTAINS INCORRECT AND UNSATISFACTORY LANGUAGE.

STATEMENT OF OWNERSHIP

Whether the bidder is a corporation or a partnership, give the names and addresses of all stockholders in the corporation or partnership who own 10 percent or more of its stock, or any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, as the case may be. If on or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10 percent or more of that corporation's stock, or of the individual parties owning 10 percent or greater interest in that partnership, as the case may be shall also be listed.

This proposal is respectfully submitted by:

Tom Lombardi

50 Highland Ridge Road Manalapan, New Jersey 07726


Bidder's signature

280 Route 35 Suite 203 Red Bank, New Jersey 07701
Bidder's business address

BUSINESS OFFICE

GENERAL CONDITIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contract will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees place by or in behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- C. 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.
- D. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- E. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent without he applicable count employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to

N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees 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.

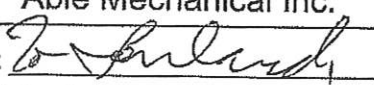
H. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant Subchapter 10 of the Administrative Code (NJAC 17:27).

Within seven (7) days after receipt of the notifications of intent to award the contractor or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Board of Education:

- (a) An existing federally approved or sanctioned affirmative action progress.
- (b) A certificate of employee Information Report Approval
- (c) If the contractor cannot present "a" or "b", the contractor is REQUIRED to submit a completed Employees Information Report (Form AA302). This form will be made available to contractors by the Board of Education.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: Able Mechanical Inc.
SIGNATURE: 
TITLE President

NON-COLLUSION AFFIDAVIT

(This affidavit is part of the Proposal)

Twp of Union Board of Education
Union, New Jersey

State of New Jersey

County of Monmouth)

I, Tom Lombardi, in the County of Monmouth at the City of Manalapan of full age, be duly sworn according to law on my oath depose and say that:

I am President _____ of the firm of Able Mechanical Inc., the bidder making the Proposal for the above named contract and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named contract; and that all statements contained in said Proposal and in this affidavit are true and correct, made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract.

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

(N.J.S.A. 52:34-15) _____
(Name of Contractor)

Subscribed and sworn to before me
This 31 day of May 2022.

Jeanie H. Fitzsimmons
Notary Public
Jeanie H. Fitzsimmons
affiant/under signature

Tom Lombardi
Signature of Bidder (Seal)
(Also type or print name of
Tom Lombardi

My commission expires: February 4, 2027

JEANIE H FITZSIMMONS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50184016
MY COMMISSION EXPIRES FEB. 4, 2027

**TWP OF UNION BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

BID SOLICITATION/PROPOSAL TITLE -KITCHEN EQUIPMENT SERVICE & REPAIR
VENDOR/BIDDER NAME Able Mechanical Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

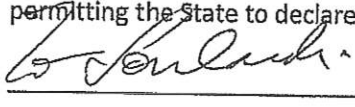
I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



05-31-2022

Signature

Date

Tom Lombardi - President

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.

To be completed, signed and returned with Bid.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve

the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Company Able Mechanical Inc.

Authorized Agent Tom Lombardi

Title or Position President

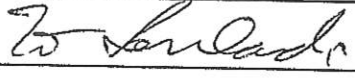
Signature  Date 05-31-2022

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

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

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

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

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

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

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

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

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

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

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

collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

(Revised: January, 2016)



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

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

ELIZABETH MAHER MUOIO
State Treasurer

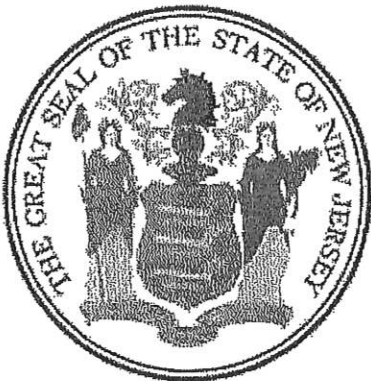
APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges ABLE MECHANICAL, INC. DBA:Able Mechanical Inc DBA:Able Mechanical Inc as a Category 2 & 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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



Peter Lowicki
Deputy Director

Issued: 5/11/2022

Certification Number: A0245-15

Expiration: 5/11/2025

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Able Mechanical Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
280 Route 35 Suite 203

6 City, state, and ZIP code
Red Bank, NJ 07701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

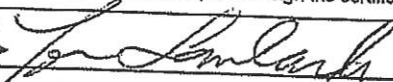
Social security number								
			-				-	
or								
Employer identification number								
2	2	-	3	2	3	7	5	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ 

Date ▶ 04-28-2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

James J. Fuscone

James J. Fuscone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0252

TAXPAYER NAME:
ABLE MECHANICAL, INC.

TRADE NAME:

ADDRESS:
280 ROUTE 35 S
RED BANK NJ 07701-1542
EFFECTIVE DATE

SEQUENCE NUMBER:
0081769

07/26/93

ISSUANCE DATE:
05/13/14

James J. Fuscone
Director
New Jersey Division of Revenue

FORM BRC

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

Certificate Number
603769

Registration Date: 05/11/2021
Expiration Date: 05/10/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Tom Lombardi, Owner

Abi Mechanical, Inc.
2021

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

Certificate Number
603769

Registration Date: 05/11/2022
Expiration Date: 05/10/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Tom Lombardi, President

Able Mechanical, Inc
2022

Handwritten signature of Robert Asaro-Angelo in black ink.

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

NON TRANSFERABLE

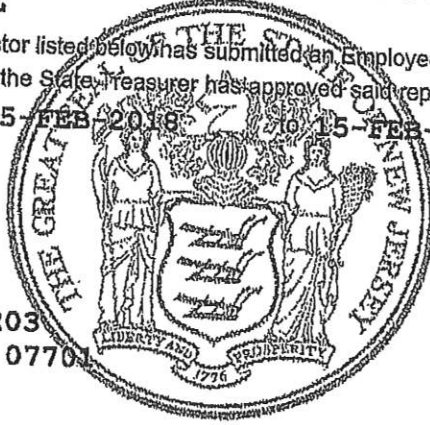
This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 22428

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-FEB-2018~~ to ~~15-FEB-2025~~



ABLE MECHANICAL INC.
280 ROUTE 35, SUITE 203
RED BANK NJ 07701



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

CA-20

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

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

HAS LICENSED

Tom A. Lombardi
50 Highland Ridge Road
Manalapan NJ 07726

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

05/01/2020 TO 06/30/2022
VALID


Signature of Licensee/Registrant/Certificate Holder

19HC00081800
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

ABLE MECHANICAL, INC.
Tom Lombardi
280 Route 35
Suite 203
Red Bank NJ 07701

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

02/21/2020 TO 03/31/2021
VALID

13VH03923300
LICENSE/REGISTRATION/CERTIFICATION #

Paul Rodriguez
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
ABLE MECHANICAL, INC.
Home Improvement Contractor

NOT AN ELECTRICIAN OR PLUMBER'S LICENSE
02/21/2020 TO 03/31/2021
VALID

SIGNATURE

13VH03923300
License/Registration/Certificate #

Paul Rodriguez
ACTING DIRECTOR

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

PLEASE DETACH HERE



ABLEMEC-01

ATOMPkins

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2022

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

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

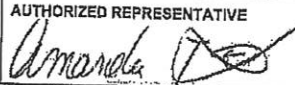
PRODUCER McCue Captains Insurance 680 Branch Ave. Little Silver, NJ 07739	CONTACT NAME: PHONE (A/C, No, Ext): (732) 842-0444	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Able Mechanical, Inc 280 Route 35S Suite 203 Red Bank, NJ 07701	INSURER A: Pennsylvania National Mutual Cas Ins Co		14990
	INSURER B: Selective Casualty Insurance Company		14376
	INSURER C: Wesco Insurance Company		25011
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		AC90725251	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		S 2391457	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UL90725251	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WWC3561581	11/17/2021	11/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Twp Of Union Board of Education Facilities and Grounds 2369 Morris Ave Union, NJ 07083	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. AUTHORIZED REPRESENTATIVE 
--	--

