

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE July 8, 2020NUMBER 284-2020

**TITLE: A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE ROADWAY IMPROVEMENTS TO LINCOLN AVENUE AND SOUTH CENTER STREET TO 4 CLEAN UP, INC., P.O. BOX 5098, NORTH BERGEN, NEW JERSEY 07047 IN AN AMOUNT NOT TO EXCEED \$758,570.70.**

**WHEREAS**, the City of Orange Township did duly advertise on May 13, 2020, for public bids for the Roadway Improvements to Lincoln Avenue (between Heywood Avenue and Central Avenue) and South Center Street (between Tremont Avenue and Central Avenue); and

**WHEREAS**, on May 27, 2020, the City of Orange Township received five (5) public bids pursuant to the plans and specifications from the prospective bidders, as described below:

<b>Bidder:</b>	<b>Total Bid</b>
<b>4 Clean Up, Inc. North Bergen, New Jersey</b>	<b>\$758,570.70</b>
<b>Stanziale Construction, LLC Bloomfield, New Jersey</b>	<b>\$722,073.60</b>
<b>AJM Contractors, Inc. Clifton, New Jersey</b>	<b>\$762,496.00</b>
<b>American Asphalt &amp; Milling Svs, LLC Kearny, New Jersey</b>	<b>\$769,475.25</b>
<b>DLS Contracting, Inc. Fairfield, New Jersey</b>	<b>\$794,076.50</b>

**WHEREAS**, Stanziale Construction, LLC was disqualified due to failure to submit the Subcontractor Declaration Form; and

**WHEREAS**, it is the recommendation of the Director of Public Works & Engineering that the contract be awarded to 4 Clean Up, Inc., and

**WHEREAS**, the aforementioned 4 Clean Up, Inc. has furnished the City of Orange Township with a Ten Percent (10%) Stockholder Affidavit in accordance with Assembly Bill OCR-A-22; and

**WHEREAS**, 4 Clean Up, Inc. has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the Law and that the contract will prohibit 4 Clean Up, Inc. from making any reportable contributions throughout the term of the contract; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a part hereof as it set forth in length herein, certifying that monies are available in Account No. C-04-19-052-J00-002.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, that a contract be and hereby is awarded for the Roadway Improvements to Lincoln Avenue and South Center Street to 4 Clean Up, Inc., the aforesaid lowest responsive bidder, in an amount not to exceed \$758,570.70.



**BE IT FURTHER RESOLVED** that the proper officers of the City of Orange Township be and are hereby authorized to return to the unsuccessful bidders the certified checks, cashier's checks or bid bonds evidencing their guarantee in accordance with the provisions of N.J.S.A. 40A:11-24.

Adopted:

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Joyce L. Lanier  
City Clerk

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Council President

# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
by and between the

CITY OF ORANGE TOWNSHIP, a municipal corporation of the State of New Jersey, located at  
29 North Day Street, Orange, New Jersey, 07050, hereinafter referred to as the TOWNSHIP, and

4 Clean Up, Inc.

(CONTRACTOR'S NAME)

P.O. Box 5098

(ADDRESS)

North Bergen, NJ 07047

(CITY, STATE, ZIP)

(TELEPHONE NUMBER)

(FAX NUMBER)

(E-MAIL)

hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the covenants and conditions hereinafter expressed, the  
Contractor and Township agree as follows:

## ARTICLE I - SCOPE OF WORK

### 1.01 General

The project "Resurfacing of Lincoln Avenue and South Center Street" consists of improvements to  
various roadways located in the City of Orange Township, Essex County New Jersey. The Roadways are  
as follows:

- Lincoln Drive (From Heywood Avenue to Central Avenue (CR 508))
- South Center Street (From Tremont Avenue to Central Avenue (CR 508))

### 1.02 Description

The work for this project includes, but is not necessarily limited to the following major work items:

1. Removal and replacement of 9"x18" Concrete Vertical Curb, where indicated on plans.
2. Replacement and/or installation of ADA compliant curb ramps including truncated domes and  
concrete sidewalk, where indicated on plans.
3. Milling (3" or less) of existing bituminous asphalt surface course.
4. Base repairs using Dense Graded Aggregate, 6" Thick, and Hot Mix Asphalt 19 M 64 Base Course,  
4" Thick, if and where directed.
5. Resetting of existing manholes, where indicated on plans.
6. Resetting or reconstruction of existing storm sewer catch basins, where indicated on plans.
7. Installation of new inlet, type B, where indicated on plans.

8. Replacement of existing inlet, type B, curb pieces and grates with proposed "Eco Type N" curb pieces and bicycle safe grates, where indicated on plans.
9. Overlay with Hot Mix Asphalt 12.5M64 Surface Course, 2" compacted thickness.
10. Installation of speed humps, where indicated on plans.
11. Installation of regulatory & warning signs, where indicated on plans.
12. Installation traffic markings and traffic stripes, where indicated on plans.

Traffic Director's

Prospective bidders are hereby informed that allotments for "Traffic Director, Police" in excess of the amounts indicated in the contract will not be paid. If the prospective bidder(s) feel that their means & methodology for completion of the work indicated will potentially be cause for additional cost associated with these items. then the additional cost(s) shall be included in the various pay items of the proposals.

They shall not be police from any jurisdiction working on behalf of the contractor while in uniform or in any other official status. All trained flaggers used shall be formally trained in flagging operations and proper use of the STOP / SLOW paddles.

- 1.03 The contractor is responsible for the location of all utilities and for scheduling all work involved with utilities. Any cost related to the contractor shall be included in the various items of the proposal.
- 1.04 All related incidental work, including traffic control, dust control, soil erosion control, clearing, cleaning and restoration
- 1.05 The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.
- 1.06 The plans entitled "Resurfacing of Lincoln Avenue and South Center Street, City of Orange Township, Essex County, New Jersey," are appended hereto and are now made part of these specifications.

ARTICLE II - CONTRACT DOCUMENTS

The following documents, herein called the Contract Documents, together with this Agreement, form the Contract, and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Agreement and attached hereto or repeated herein at length.

- a. This Agreement;
- b. Project Specifications and Bid Documents issued by the Township, including all attachments, supplemental specifications and drawings thereto;
- c. Bid as submitted by the Contractor and accepted by the City of Orange Township including general conditions;
- d. Certificate of insurance naming the TOWNSHIP as co-insured;
- e. Certificate of Workers Compensation Insurance;
- f. Performance and Payment Bond;
- g. Notice to Proceed;
- h. Certificate of Employee Information Report;
- i. Business Registration Certificate;
- j. Contractor Certification of Eligibility (for CDBG funded Projects);
- k. Contractor Clearance Requirements (for CDBG funded Projects);
- l. County of Essex Division of Housing & Community Development Letter approving the Contractor and authorizing Project construction to proceed (for CDBG funded Projects).

In the event of a conflict among the terms of the foregoing documents, the terms, provisions and conditions of this Agreement shall prevail.

In addition, the Owner's designated engineer shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

**ARTICLE III - CONTRACT SUM**

The TOWNSHIP shall pay to the CONTRACTOR for the performance of the Work described in this Agreement, subject to additions and deletions if any, as provided in the Contract Documents, a total sum not to exceed:

Seven Hundred Fifty-Eight Thousand Five Hundred Seventy Dollars and  
(AMOUNT IN WORDS) Seventy Cents

\$ 758,570.70  
(AMOUNT IN NUMBERS)

The aforesaid payment shall be made at such times and in such amounts and upon such certifications and approvals as shall be provided in the Contract Documents.

For CDBG funded Projects, payment shall be made only upon approval of a completed CDBG Voucher by the County of Essex Division of Housing & Community Development.

The CONTRACTOR shall be paid the prices stipulated in the Bid as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

**ARTICLE IV - TIME OF COMPLETION**

The work to be performed under this Contract shall commence and be completed within ninety (90) calendar days from the date of the Notice to Proceed.

The CONTRACTOR shall be subject to the payment of monetary liquidated damages to the TOWNSHIP for each and every calendar day that the CONTRACTOR shall default in completing the Work within the time stipulated in the Contract Documents.

**ARTICLE V - PERFORMANCE SURETY BOND**

Where required by the Contract Documents, the CONTRACTOR shall deliver a Performance Bond in the amount required, which shall also contain the required guarantee of continued liability by the CONTRACTOR and Surety that the final inspection and acceptance of the work shown by the drawings  
City of Orange Township

and specifications forming part of the Contract shall not be binding and conclusive upon the City of orange Township, if it subsequently appears that the Contractor has supplied inferior materials or workmanship, or has departed from the terms of this Contract.

#### **ARTICLE VI – INSURANCE**

The CONTRACTOR agrees to obtain and continue in full force and effect during the term of this Agreement, in amounts acceptable to the TOWNSHIP, adequate public liability insurance against personal injury and property damage, naming the City of Orange Township as co-insured, and to furnish proper certificates of insurance at the time of execution of this Agreement, and at any time during the term of construction hereof upon request. In addition, the CONTRACTOR shall secure Worker's Compensation Insurance and furnish certificates thereof at the time of execution of this Agreement. In the event that the said insurance shall be allowed to lapse or expire during the period of this Agreement, the TOWNSHIP shall have the option, upon three (3) days written notice to the CONTRACTOR to forthwith reinstate or renew such insurance coverage, to secure said insurance and to charge the cost thereof to the CONTRACTOR.

#### **ARTICLE VII – ASSIGNMENT**

The CONTRACTOR further declares and agrees that it will not assign, transfer or otherwise dispose of this Agreement or of its right or interest herein, nor assign by power of attorney or otherwise, any of the monies due or to become due to it without having obtained the previous consent in writing of the TOWNSHIP. If without said consent, the CONTRACTOR should assign or otherwise dispose of this Agreement, its interest therein or any part thereof, or money due or to become due, thereon, the TOWNSHIP may revoke and annul this Agreement and thereupon said TOWNSHIP will be relieved from all liability growing out of this Agreement to the Contractor or its assigns.

#### **ARTICLE VIII – BANKRUPTCY**

If the CONTRACTOR shall be adjudged bankrupt, become insolvent, or make an assignment for the benefit of creditors, or a receiver shall be appointed for it or for any of its property, the TOWNSHIP, upon three (3) days written notice to said CONTRACTOR may terminate the within Agreement and the CONTRACTOR or any such person claiming thereunder, shall not be entitled to any monies thereunder after the date set for termination thereof in such notice nor shall the CONTRACTOR or any person claiming under it be permitted to complete said Agreement.

#### **ARTICLE IX – INDEMNITY**

The CONTRACTOR shall indemnify, defend, and save harmless the TOWNSHIP and ENGINEER against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents from the TOWNSHIP and ENGINEER from any and all claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the CONTRACTOR or its subcontractors. Insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Agreement. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in the prosecution of the Work.

#### **ARTICLE X - RESPONSIBILITY OF THE TOWNSHIP AND ENGINEER**

All work shall be done under the observation of the Engineer, or another authorized representative of the TOWNSHIP. The Engineer shall decide any and all questions which may arise regarding the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR .

The Engineer's services during the construction of the Project are intended to provide TOWNSHIP a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The Engineer shall not, during visits to the project site or as a result of observation of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR's, for any safety precautions and programs incident to the work of CONTRACTOR's or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any CONTRACTOR's nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work safely or in accordance with the Contract Documents.

#### **ARTICLE XI: CONTRACTOR'S STATUS AND RESPONSIBILITIES**

- a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the TOWNSHIP.
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.
- c. The CONTRACTOR shall be responsible for proceeding with the work and adhering to the schedule during all disputes or disagreements with the TOWNSHIP. No work shall be delayed or postponed pending resolution of any dispute or disagreement.
- d. The CONTRACTOR shall pay to the TOWNSHIP, and the TOWNSHIP shall have the right to deduct the full amount of all expenses, losses, and damages from all monies due or to become due the CONTRACTOR under this Contract, for any of the following reasons:
  1. Any defect, omission, or mistake of the CONTRACTOR or his employees; and the repairs of same, as determined by the Engineer.
  2. All costs of engineering work and inspection after the specified completion time for the Contract.
  3. All costs incurred by the TOWNSHIP for overtime payments to the inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the TOWNSHIP.
  4. Liquidated Damages in the amount set forth in Section 108.16 of the Supplementary Specifications for each and every calendar day that the CONTRACTOR shall be in default of completing the Work of this Contract. This sum is hereby agreed to be proper and reasonable liquidated damages, which the TOWNSHIP will suffer by reason of such default.

#### **ARTICLE XII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK**

- a. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state, and local laws, standards and regulations and these Contract Documents; and that the Work will not be defective.



- b. If within two (2) years after the acceptance date, any Work is found to be defective, the CONTRACTOR shall promptly correct the defective Work, or remove and replace it with non-defective Work; as directed by the TOWNSHIP, and at no additional cost to the TOWNSHIP.

### ARTICLE XIII – MISCELLANEOUS

- A. All terms of this Agreement are subject to budgetary and/or legislative limitations, changes and restrictions.
- B. No clause in this Agreement shall be construed to place responsibility on the TOWNSHIP due to delays for any reason whatsoever.
- C. The provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, or heirs, executors, administrators and legal representatives, as the case may be.
- D. It is expressly understood and agreed by the TOWNSHIP that any monies paid under the terms of this Agreement shall not constitute a waiver of any of its rights under the terms of the specifications, proposal or advertisement, nor of any of its defenses hereunder.
- E. No increases in wages or material shall in any way effect this Agreement, anything to the contrary notwithstanding.
- F. The failure of the TOWNSHIP to insist upon the strict performance of any of the covenants or conditions of this Agreement (i.e., observation by the TOWNSHIP/ENGINEER or their agents, nor any orders or certificates of measurement by the ENGINEER, nor any order by the TOWNSHIP for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the TOWNSHIP, nor any extension of time or any possession taken by the TOWNSHIP or its employees), shall not be construed as a waiver or relinquishment for the future performance of any such covenants or conditions, but the same shall remain in full force and effect.
- G. A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,  
(i) In the case of the CONTRACTOR, is addressed to or delivered personally to the address shown above; and  
(ii) In the case of the TOWNSHIP, is addressed to or delivered personally to the TOWNSHIP, c/o Municipal Clerk at 29 North Day Street, Orange, New Jersey 07050; or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided by this section.
- H. In the event any action or suit or proceeding is brought for failure to observe any of the covenants of this Agreement, CONTRACTOR agrees to pay TOWNSHIP such sums as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding.
- I. While engaged in carrying out and complying with the terms and conditions of this Agreement, CONTRACTOR is an independent contractor and not an officer, employee or agent of the Township. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the TOWNSHIP.

#### **ARTICLE XIV - ANTIDISCRIMINATION PROHIBITED**

In compliance with the provisions of N.J.S.A. 10:2, et seq., the CONTRACTOR hereby specifically agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, neither the CONTRACTOR or any subcontractor shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. Neither the CONTRACTOR, subcontractor, nor any person on his or its behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status or sex;

C. There may be deducted from the amount payable to the CONTRACTOR by the TOWNSHIP, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be cancelled or terminated by the TOWNSHIP, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the CONTRACTOR from the TOWNSHIP of any prior violation of this section of the contract.

#### **ARTICLE XV - PREVAILING WAGES**

If this Agreement is in excess of \$2,000.00 for any public work as the same is defined in the statute, CONTRACTOR agrees to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the above-cited law. In the event it is found that any such workman employed by the CONTRACTOR or any subcontractor has been paid a rate of wages less than the prevailing wage, the TOWNSHIP may enforce such remedies as are provided by said statute.

#### **ARTICLE XVI - AFFIRMATIVE ACTION**

During the performance of this contract, the contract 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for  
City of Orange Township

employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, Band C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
  - 1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - 2. To notify any minority and women workers who have been listed with it as awaiting

- available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
  5. If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
    - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
  7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

#### **ARTICLE XVII: AMERICANS WITH DISABILITIES ACT**

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

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

It is expressly agreed and understood that any approval by the TOWNSHIP or engineer of the services provided by the CONTRACTOR pursuant to this Agreement will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this Paragraph.

It is further agreed and understood that the TOWNSHIP and engineer assume no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under the Act.

#### **ARTICLE XVIII: MANDATORY CONTRACT DISPUTE PROCEDURES**

The CONTRACTOR agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A: 11-50, as described below.

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the CONTRACTOR and TOWNSHIP agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The CONTRACTOR further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the TOWNSHIP from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971,c.198(C:40A:11-1 et seq.).

**ADDENDUM  
CITY OF ORANGE TOWNSHIP  
GENERAL TERMS AND CONDITIONS**

1. Extent of Agreement - This Agreement represents the entire and integrated Agreement between the City of Orange Township and the Contractor and supersedes all prior negotiations, representations or Agreements, either written or oral. This agreement may be amended only by written instrument signed by both the City of Orange Township and the Contractor.
2. Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the City of Orange Township shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City of Orange Township become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Orange Township for damages sustained by the City of Orange Township by virtue of any breach of Contract by the Contractor, and the City of Orange Township may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City of Orange Township from the Contractor is determined.

3. Limited Warranty by Contractor - The Contractor shall render services under this Agreement in accordance with generally accepted professional practices. The Contractor shall not, however, be responsible for delays caused by employees and/or agents of the City of Orange Township, nor shall the Contractor be responsible for acts or omissions of the City of Orange Township's employees and/or agents, provided that the Contractor gives timely notice to the City of Orange Township of any such events.
4. Records, Access & Retention - The City of Orange Township, or any duly authorized representatives of the State or Federal Government shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for three (3) years after the City of Orange Township makes final payment and all other pending matters are closed.
5. Compliance with Local Laws - The Contractor shall comply with all applicable laws, ordinances, and codes of the State and Local governments.
6. Remedies - Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Public Body and Contractor arising out of or relating to this Agreement or the breach of it will be decided by arbitration in accordance with the Rules and Procedures of the American Arbitration Association.
7. Contractor further agrees to indemnify the City of Orange Township against and hold it harmless against any and all claims for damages whether for personal injury or property damage as which may arise because of acts or omissions while rendering services for the Township pursuant to this Agreement.

8. First Source:

The Contractor and/or Redeveloper during the construction of the project covenants that it makes reasonable efforts to comply with, and shall provide in its contracts with its contractors and subcontractors, the following:

- (1) When hiring workers in good faith it shall make a reasonable effort in each construction trade, or when engaging contractors, the contractor and/or redeveloper agrees to use its good faith efforts to employ Minority workers and City residents for a billable hours total of 35% of all construction jobs with the understanding that there may not be enough qualified workers to satisfy the 35% number.
- (2) Contractor and/or Redeveloper will undertake a program of local preference to facilitate entering into contracts with and/or purchasing goods and services from local merchants and businesses located within the City, including preferences for local retail and restaurant;
- (3) Where applicable, the Contractor and/or Redeveloper will at all times conform to the laws, regulations, policies of the state, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the project, notwithstanding any other provision of this construction agreement to the contrary.
- (4) Contractor and/or Redeveloper will use its good faith efforts to undertake a program of preference to facilitate entering into contracts with and/or purchasing goods and services from minority businesses, women businesses, and small businesses at a rate of 20% of billable hours.



**ADDENDUM  
ADDITIONAL GENERAL TERMS AND CONDITIONS  
FOR FEDERALLY FUNDED CDBG PROJECTS**

The Contract governing this work is funded by monies received from Essex County under Title I of the Housing and Urban-Renewal Recovery Act of 1983 (P.L. 98-181). Under the said Act, The Davis-Bacon Act is applicable to the contracted work. Accordingly, the CONTRACTOR must abide by the provisions of the Federal Labor Standards, which are included as part of the conditions of the Contract.

Listed below are the terms, conditions, and provisions, which must be followed for projects, funded in whole or in part with Community Development Funds. A more complete explanation of each requirement is as follows:

1. **LEAD BASE PAINT PROHIBITION:**

The use of lead base paint on applicable surfaces of any residential structure undergoing construction or reconstruction through funds provided in whole or in part under Title I of the Housing and Community Development Act of 1974 is prohibited. The contractor shall conform to the provisions of 24 CFR 35 and the "Lead Base Paint Poisoning Prevention Act" 42 USC 4841 (3).

2. **COMPLIANCE WITH AIR AND WATER ACT:**

Contractors and sub grants of amounts in excess of \$100,000. shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act 33 USC 1251 et seq. as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

3. **INTEREST OF MEMBERS OF CONGRESS:**

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contractor or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

4. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:**

No member, officer, or employee of the County, Municipality, or the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

5. **ARCHITECTURAL BARRIERS ACT:**

The design of any facility (building, outdoor recreation or restroom facility) must comply with the "American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped". (See 41 CFR 101 -19.603).

6. **PROVISIONS FOR TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:**

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as

amended, 12 USC 1701U. Section 3 requires that to the greatest extent feasible opportunities for training and employment in given lower income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project

B. Parties to this contract will comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

#### 7. TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Municipality shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the Municipality, become its property and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the contract by the contractor, and the Municipality may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the Municipality from the contractor is determined.

#### 8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:

The Municipality may terminate this contract at any time by giving at least ten (10) days notice in writing from the Municipality to the contractor. If the contract is terminated by the Municipality, as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered

by this contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination. the contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

#### 9. CHANGES

The Municipality may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor, shall be incorporated in written amendments to this contract.

#### 10. ASSIGNABILITY

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the Municipality thereto: Provided, however, that claims for money due or to become due to contractor from the Municipality under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such, assignment or transfer shall be furnished promptly to the Municipality.

#### 11. REPORTS AND INFORMATION:

The contractor, at such times, and in such forms as Essex County, the Secretary of HUD and/or the Municipality may require, shall furnish Essex County, the Department of HUD and/or the Municipality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred, or to be incurred, in connection therewith, and any other matters covered by this contract.

#### 12. RECORDS AND AUDITS:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Municipality, Essex County, or the Department of HUD to assure proper accounting for all project funds, both federal and nonfederal shares. These records will be made available for audit purposes to the Municipality, Essex County, or the Department of HUD, or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this contract unless permission to destroy them is granted by both the Municipality, Essex County and Department of HUD.

#### 13. COPYRIGHT

No report, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor.

#### 14. PATENT RIGHTS

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractor or its employees, in the course of or under this contract or any subcontract, the contractor shall give prompt notice thereof to Essex County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data,

patent rights, and findings in connection therewith which arose or were developed in the hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

15. COMPLIANCE WITH LOCAL LAWS:

The contractor shall comply with all applicable laws, ordinance, and codes of the State and Local Governments.

16. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Municipality and its agents and employees from against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Municipality or any of its agents or employees by any employee of the contractor, any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

17. EQUAL EMPLOYMENT OPPORTUNITY:

A. This clause applies to contracts not exceeding \$10,000:

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

B. This Clause applies to contracts in excess of \$10,000:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 setting forth the provisions of this Equal Opportunity Clause.

2. The Contract 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 race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders, of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations; and orders of the Secretary of Labor or pursuant thereto, and will permit access to his/her books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law .

7. The contractor will include the statement preceding subparagraph 1 and the provision of subparagraph 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. A breach of Paragraph 1, 3, 4,5,6; and 7 may be grounds for termination of the contract and for debarment as provided in 20 CFR 5.6.

#### 18. PERFORMANCE BOND

The contractor shall post a Performance Bond for 100% of the contract price.

#### 19. PAYMENT BOND

The contractor shall post a payment bond for 100% of the contract price to assure payment of, all persons supplying labor and materials in the execution of work provided for in the contract.

#### 20. BID GUARANTEE

The contractor shall post a bid guarantee bond for 10% of the bid price as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

#### 21. MAINTENANCE BOND

Upon completion of projects the municipality involved will certify as to the acceptance of the job and will produce a maintenance bond prior to or at the time the final payment is requested. A percentage of the contract is usually held until the completion of the job. This is the retainage, which consists of

the final payment request. If a maintenance bond is not secured by Contractor then the retainage will be held in lieu of maintenance bond, for a period of 1 year. The entire project file is reviewed prior to payment of final voucher assure compliance has been met with all Federal Labor Standards Provisions and the M & C procedures as set forth by this office. If items are missing, the contractor should be given written notice and a copy sent to the municipal contact person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by it's duly authorized officers, the day and year first above written.

**ATTEST: CITY OF ORANGE TOWNSHIP**

By: \_\_\_\_\_  
**DWAYNE D. WARREN, MAYOR**

\_\_\_\_\_  
**JOYCE L. LANIER, Municipal Clerk**

**ATTEST: CONTRACTOR**

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
NAME/TITLE (Print)

\_\_\_\_\_  
NAME/TITLE (Print)

**Approved as to Form and Sufficiency**

\_\_\_\_\_  
**, CITY ATTORNEY**

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
CAPITAL BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Capital accounts to Contract with:

Vendor Name: 4 Clean Up, Inc.  
Address#1: 4501 Dell Ave.

City: North Bergen  
State: New Jersey  
Zip Code: 07047

Purpose: Roadway improvements  
at Lincoln Ave. / South Center St.

Fund: General Capital  
Account Name : 2019-052J Resurface Lincoln/S. Center  
Account Numbers(s): C-04-19-052-J00-002  
balance before 828,500.00  
requested 758,570.70  
balance after 69,929.30

Vendor ID: 4CLEA005

Purchase Order #: 20-01034

PENDING RESOLUTION

Amount not to exceed: \$ 758,570.70

Division Head

Date



Chief Financial Officer

06/18/2020

Date

**NOTICE TO BIDDERS**

**PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the CITY OF ORANGE TOWNSHIP for the RESURFACING OF LINCOLN AVENUE & S. CENTER STREET in the City of Orange Township, Essex County, New Jersey.**

Bid forms, contracts and specifications are available by contacting Remington & Vernick Engineers. Contact shall be made by phone or by email to make bid purchase arrangements. At 856 795 9595 or by submitting RVEbidinterest@rve.com

Bids must be placed in a dropbox located out front of the Orange City Hall Building (29 N. Day Street), Essex County, New Jersey on or before Wednesday, May 27, 2020 at 11:00am, prevailing time.

Bids will be opened and read aloud via video conference on Wednesday, May 27, 2020 at 1:00pm, prevailing time. Bidders will receive an email that contains a link to the video conference prior to the bid opening.

Electronic download link for copies of the bid forms, contracts and specifications may be obtained from said Remington and Vernick Engineers, by prospective bidders upon request, upon payment of the sum of \$50.00 for each set. Should interested bidders not have the ability to handle electronic download sets, a set may be arranged to be sent overnight by calling (856) 795-9595.

**NO BIDS ARE TO BE PICKED UP AT THE ENGINEER'S OFFICE OR AT THE MUNICIPALITY OFFICES.**

**PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS.**

**NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.**

The City of Orange Township reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the City of



Orange Township, in accordance with applicable law.

Bids must be on the bid form prepared by Remington and Vernick Engineers, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to City of Orange Township, Department of Public Works and Engineering, 29 North Day Street, Orange, New Jersey 07050.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Orange Township in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the City of Orange Township in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the City of Orange Township in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 512101, et seq.).

The contractor is further notified that he must comply with N.J.S.A. 52:25-24.2, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that he must comply with N.J.S.A. 34:11-56.48 et seq. Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that he must comply with N.J.S.A. 52:32-44 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

Dwayne D. Warren, Esq.  
Mayor

Marty Mayes  
Director of Planning/Economic  
Development and Public  
Works/Engineering  
(973) 266-4031

5/13/20

\$237.15

**BID FORM**

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **RESURFACING OF LINCOLN AVENUE & S. CENTER STREET**, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **City of Orange Township**, or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices must be exact.

Contract Time: **NINETY (90)** Calendar Days

**BASE BID**

Item	Quantity	Units	Description	Unit Price	Amount
1	35	UN	BREAKAWAY BARRICADES	\$ 1.00	\$ 35.00
2	140	UN	DRUMS	\$ 1.00	\$ 140.00
3	50	UN	TRAFFIC CONES, IF & WHERE DIRECTED	\$ 1.00	\$ 50.00
4	475	SF	CONSTRUCTION SIGNS	\$ 1.00	\$ 475.00
5	200	MH	TRAFFIC DIRECTOR, POLICE, IF & WHERE DIRECTED	\$ 75.00	\$15,000.00
6	LS	DOLL	FUEL PRICE ADJUSTMENT	\$ 8,200.00	\$8,200.00
7	LS	DOLL	ASPHALT PRICE ADJUSTMENT	\$ 12,700.00	\$12,700.00
8	36400	SY	HMA MILLING, 3" OR LESS	\$ 3.75	\$ 136,500.00
9	5500	GAL	TACK COAT	\$ .01	\$ 55.00
10	4225	TON	HOT MIX ASPHALT 12.5M64 SURFACE COURSE, 2" THICK	\$ 87.00	\$ 367,575.00
11	500	SY	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	\$ 14.00	\$ 7,000.00

Item	Quantity	Units	Description	Unit Price	Amount
12	20	UN	RESET MANHOLE, USING EXISTING CASTING	\$ 50.00	\$ 1,000.00
13	1	UN	INLET, TYPE B	\$ 1,500.00	\$ 1,500.00
14	5	UN	RESET INLET, TYPE 'B', USING EXISTING CASTING	\$ 500.00	\$ 2,500.00
15	18	UN	RECONSTRUCTED INLET, TYPE 'B', USING EXISTING CASTING	\$ 500.00	\$ 9,000.00
16	3	UN	BICYCLE SAFE GRATE	\$ 400.00	\$ 1,200.00
17	29	UN	CURB PIECE, TYPE 'N' ECO (CAMPBELL FOUNDRY No. 2618, OR APPROVED EQUAL)	\$ 350.00	\$ 10,150.00
18	650	SY	CONCRETE SIDEWALK, 4" THICK	\$ 82.00	\$ 53,300.00
19	10	SY	RESET BRICK PAVERS, IF & WHERE DIRECTED	\$ 100.00	\$ 1,000.00
20	36.9	SY	DETECTABLE WARNING SURFACES, TRUNCATED DOMES (ADA SOLUTIONS, CAST IN PLACE REPLACEABLE MODEL #ADA2448, COLOR "FEDERAL YELLOW", OR APPROVED EQUAL)	\$ 300.00	\$ 11,070.00
21	1470	LF	9"X18" CONCRETE VERTICAL CURB	\$ 32.00	\$ 47,040.00
22	100	LF	CONCRETE HEADER CURB, 0"-6" REVEAL, IF & WHERE DIRECTED	\$ 32.00	\$ 3,200.00
23	17	SY	HOT MIX ASPHALT DRIVEWAY, 4" THICK	\$ 30.00	\$ 510.00
24	27	SY	CONCRETE DRIVEWAY, 6" THICK	\$ 85.00	\$ 2,295.00
25	225	SF	REGULATORY & WARNING SIGN	\$ 35.00	\$ 7,875.00
26	17620	LF	TRAFFIC MARKINGS, LINES, LONG-LIFE EPOXY RESIN, 4" WIDE	\$ .48	\$ 8,457.60

Item	Quantity	Units	Description	Unit Price	Amount
27	1820	LF	TRAFFIC MARKINGS, LINES, EXTRUDED THERMOPLASTIC, 6" WIDE	\$ 0.97	\$ 1,765.40
28	80	LF	TRAFFIC MARKINGS, LINES, EXTRUDED THERMOPLASTIC, 8" WIDE	\$ 1.30	\$ 104.00
29	1670	LF	TRAFFIC MARKINGS, LINES, EXTRUDED THERMOPLASTIC, 12" WIDE	\$ 1.95	\$ 3,256.50
30	448	LF	TRAFFIC MARKINGS, LINES, EXTRUDED THERMOPLASTIC, 24" WIDE	\$ 3.90	\$ 1,747.20
31	550	SF	TRAFFIC MARKINGS, SYMBOLS, EXTRUDED THERMOPLASTIC	\$ 6.00	\$ 3,300.00
32	1	UN	TREE REMOVAL, OVER 18" TO 36" DIAMETER	\$ 1,900.00	\$ 1,900.00
33	100	CY	BORROW TOPSOIL	\$ 10.00	\$ 1,000.00
34	890	SY	TOPSOILING SPREADING, 4" THICK	\$ 1.00	\$ 890.00
35	890	SY	FERTILIZING & SEEDING, TYPE A-3	\$ 1.00	\$ 890.00
36	10	UN	SPEED HUMP	3,500.00	35,000.00

TOTAL CONSTRUCTION COST, BASE BID Items #1  
- #36, Inclusive

\$ 758,570.<sup>70</sup>/<sub>100</sub>

Seven Hundred Fifty Eight Thousand Five

Hundred and Seventy Dollars — <sup>70</sup>/<sub>100</sub>

TOTAL AMOUNT BID WRITTEN OUT



John Stalknecht Pres.

SIGNATURE

NAME & TITLE

5/27/20

4 Clean-up, Inc.

BID DATE

COMPANY NAME

PROPOSAL SECTION

**BID DOCUMENT SUBMISSION CHECKLIST**

City of Orange Township  
(Name of Local Contracting Unit)

Resurfacing of Lincoln Avenue & S. Center Street  
(Name of Project)


0717-T-024  
(Project or Bid Number)

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

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	[Signature]
X A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	[Signature]
X A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	[Signature]
X A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	[Signature]
X A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	[Signature]

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

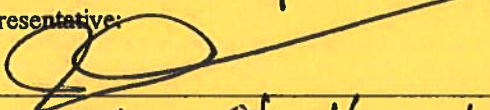
Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Public Works Contractor Registration Form	[Signature]
X New Jersey "Business Registration Certificate" Form	[Signature]
X Background Questionnaire	[Signature]
X Debarred List Affidavit	[Signature]
X Submission of a Non-Collusion Affidavit (this form must be notarized)	[Signature]
X Affirmative Action Requirements	[Signature]
X Bidder Certificate showing ability to perform contract, pursuant to N.J.S.A. 40A:11-20	[Signature]

X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	
X	Mandatory Equal Employment Opportunity Language, pursuant to N. J. S. A. 10:5-31 (P.L. 1975, C.127)	
X	First Source Employment	
X	Hold Harmless Agreement	
X	Business Entity Disclosure Certification, pursuant to N.J.S.A. 19:44A-20.8	
X	Bid Form	

C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: 4 Clean-up, Inc.

By Authorized Representative: 

Signature: \_\_\_\_\_  
 Print Name and Title: John Stalknecht, Pres.

Date: 5/19/20

Company Name: 4 Clean-up, Inc.

Mailing Address: P.O. Box 5098, No. Bergen NJ 07047

Physical Address: 4501 Dell Ave. # # # #

Phone Number: 201-271-0042

Fax Number: # # 0118

### Certificate of Authority

Identification Number

22 2456439

(Use this number on all returns and correspondence)



KEN'S TREE CARE, INC./TIMBERLINE PLANT  
401 PAULDING AVE  
NORTHVALE NJ 07647

VALIDATED  
REPLACEMENT  
PROCESSING DIV  
SALES TAX  
10-12-99  
DEPT. OF TAX  
AND FINANCE

Is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.  
**Not Transferable**

This certificate must be prominently displayed in your place of business listed above.  
Fraudulent or other improper use of this certificate may cause it to be revoked.  
This certificate may not be photocopied or reproduced.

DTF-17 A (8/97)

<b>STATE OF NEW JERSEY</b>		<b>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</b>
<b>BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS</b>		
<b>TAXPAYER NAME:</b> KEN'S TREE CARE, INC.	<b>TRADE NAME:</b> KENS TREE CARE	
<b>TAXPAYER IDENTIFICATION#</b> 222-456-439/000	<b>CONTRACTOR CERTIFICATION#</b> 0071324	
<b>ADDRESS</b> 401 PAULDING AVE NORTHVALE NJ 07647	<b>ISSUANCE DATE:</b> 08/13/01	
<b>EFFECTIVE DATE:</b> 05/20/83	<i>Patricia A. Chacchis</i> Director, Division of Revenue	
<b>FORM-BRC(08-01)</b>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	



Certificate Number  
606282

Registration Date: 05/03/2018  
Expiration Date: 05/02/2020



## 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:

2018

Responsible Representative(s):  
Kenneth Barber, President

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

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

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

NON TRANSFERABLE

Certificate Number  
653443

Registration Date: 09/28/2018  
Expiration Date: 09/27/2020



# 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:

**2018**  
Bidding Period

Responsible Representative(s):  
Andrew Altobelli, President

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 363  
TRENTON, NJ 08646-0363

TAXPAYER NAME:  
STRAIGHT EDGE STRIPING LIMITED LIABILITY

TRADE NAME:

ADDRESS:  
18 RUE CEZANNE  
FRANKLIN NJ 08872  
EFFECTIVE DATE

SEQUENCE NUMBER:  
3241139

ISSUANCE DATE:  
08/05/06

10/21/06

*James J. DiStasio*  
Acting Director  
New Jersey Division of Revenue

Registration Date: 04/24/2020  
Expiration Date: 04/23/2022



Certificate Number  
605114

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:

2020

Responsible Representative(s):  
Jamie Stalknecht, Secretary

Responsible Representative(s):  
John Stalknecht, President

Handwritten signature of Robert Asaro-Angelo.

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

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

NON TRANSFERABLE

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
4 CLEAN-UP, INC.

TRADE NAME:

ADDRESS:  
4501 DELL AVENUE  
NO. BERGEN NJ 07047-0799  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
0105574

ISSUANCE DATE:  
08/05/14

10/26/01

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM BRC

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

Certification 31420

## 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-OCT-2015~~ to ~~15-OCT-2022~~

4 CLEAN-UP, INC.  
PO BOX 5098  
NORTH BERGEN

NJ 07043



*Robert A. Romano*

Robert A. Romano,  
Acting State Treasurer

 **AIA** Document A310™ – 2010

**Bid Bond**

Bond No. BD024172

**CONTRACTOR:**  
4 CLEAN-UP, INC.

**SURETY:**  
First Indemnity of America Insurance Company  
2740 Route 10 West Suite 205  
Morris Plains, NJ 07950

4501 DELL AVE.  
North Bergen, NJ 07047

**OWNER:**  
CITY OF ORANGE TOWNSHIP  
29 NORTH DAY STREET  
Orange, NJ 07050

**BOND AMOUNT:** 10% of amount bid not to exceed \$20,000.00

**PROJECT:**  
Resurfacing of Lincoln Avenue and South Center Street

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

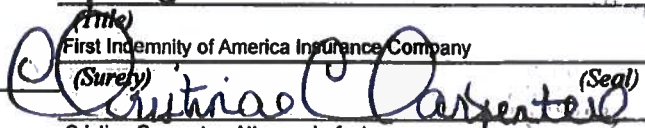
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of May 2020

  
(Witness)

4 CLEAN-UP, INC.   
(Principal) Pres. (Seal)

  
(Witness) Ruben Tuw

  
(Surety) First Indemnity of America Insurance Company  
Cristina Carpenter, Attorney-in-fact (Seal)

**CONSENT OF SURETY**

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

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

Sample wording is as shown below:

**CONSENT OF SURETY**

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

valuable consideration, the

First Indemnity of America Insurance Company

Insurance Company,

(Name)

2740 Route 10 West Suite 205 Morris Plains, NJ 07950


(Address)

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 the contract for (Contracting Agency) City of Orange Township for: (Project) Resurfacing of Lincoln Avenue and South Center Street is awarded to (Bidder) 4 Clean-Up, Inc. the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 27th day of May, 2020.

**FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**

**THE CONSENT OF SURETY CONTAINED  
HEREIN IS LIMITED TO A CONTRACT  
AWARD NOT TO EXCEED \$800,000.00**

By   
(Name) Cristina Carpenter  
Attorney in Fact

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



**FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY**  
2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 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: Cristina Carpenter, 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.

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



Patrick J. Lynch  
Patrick J. Lynch, President

STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) ss:

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



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

**CERTIFICATE**

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

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

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

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

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 27th day of May, 2020.



Jane E. Lynch  
Jane E. Lynch, Secretary

**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, 2019**

<b>Assets:</b>	
Bonds	\$ 4,350,412
Preferred & Common Stocks	3,120,861
Mortgage Loans	112,647
Real Estate	1,281,462
Cash and Short Term Investments	3,018,966
Investment Income Due and Accrued	66,833
Premiums in the Course of Collection (under 90 days)	407,407
Reinsurance Recoverable on Loss and LAE Payments	179,860
Deferred Tax Asset	462,360
Other Assets	<u>55,476</u>
<b>Total Admitted Assets</b>	<b>\$ <u>13,056,284</u></b>
 <b>Liabilities and Surplus:</b>	
Reserve for Loss and Loss Adjustment Expenses	2,447,613
Other Expenses	304,131
Taxes Licenses and Fees	(51,736)
Federal Income Tax Payable	-
Unearned Premium	1,852,128
Amounts Withheld or Retained for Others	151,664
Ceded Reinsurance Balances Payable	151,787
Liability for Unauthorized Reinsurers	<u>-</u>
<b>Total Liabilities</b>	<b>4,855,587</b>
 <b>Capital &amp; Surplus:</b>	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	<u>4,219,752</u>
<b>Surplus as Regards to Policyholders</b>	<b><u>8,200,697</u></b>
<b>Total Liabilities and Surplus</b>	<b>\$ <u>13,056,284</u></b>

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 31<sup>st</sup> day of December, 2019, according to the best information, knowledge, and belief.

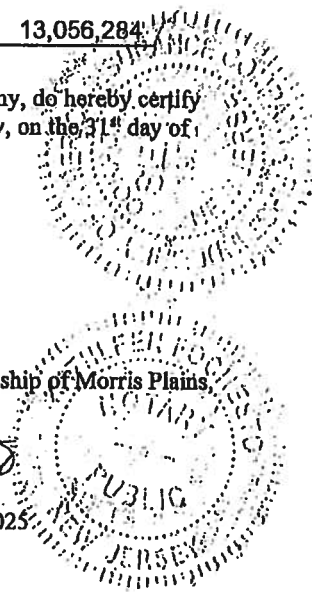
*Glenn A. Runne*  
 Glenn A. Runne  
 Chief Financial Officer

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 31<sup>st</sup> day of December, 2019.

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

*Kathleen Fochesto*  
 Kathleen Fochesto  
 My Commission Expires March 16, 2025



**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

City of Orange Township  
(Name of Local Contracting Unit)

Resurfacing of Lincoln Avenue & S. Center Street  
(Name of Project)

0717-T-024  
(Project or Bid Number)

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

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

**Acknowledged by bidder:**

Name of Bidder: 4 Clean-up, Inc.

By Authorized Representative:

Signature: 

Printed Name and Title: John Stalknecht, Pres.

Date: 5/19/20

**STATEMENT OF CORPORATE OWNERSHIP**

Check appropriate box:

Corporation       Partnership       Sole Proprietor

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership".

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

**BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

I. Stockholders or Partners owning 10% or more of the company submitting bid:

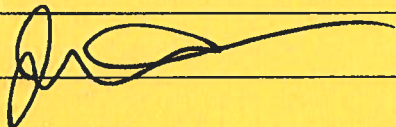
1. NAME John Stalknecht 50%  
ADDRESS 9031 Palisade Plaza, No. Bergen NJ 07047

2. NAME James Stalknecht 50%      ↓      ↓      ↓  
ADDRESS 9032 Palisade Plaza, No.

3. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

4. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

5. NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

Signature       Date 5/19/20

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature \_\_\_\_\_ Date \_\_\_\_\_

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature \_\_\_\_\_ Date \_\_\_\_\_

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following):

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

1. NAME \_\_\_\_\_ *Same* \_\_\_\_\_

ADDRESS \_\_\_\_\_

2. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ *as* \_\_\_\_\_

3. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

4. NAME \_\_\_\_\_ *previous* \_\_\_\_\_

ADDRESS \_\_\_\_\_

5. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ *page* \_\_\_\_\_

Signature  \_\_\_\_\_ Date *5/19/20* \_\_\_\_\_

**SUBCONTRACTOR DECLARATION**

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

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

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

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

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "IN-HOUSE" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

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

Plumbing Work: \_\_\_\_\_  
Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address       N O N        
License Number: \_\_\_\_\_

Gas Fitting and All Kindred Work:

Name N O N E Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
License Number: Not Applicable  
Certification Number (for Medical Gas Piping Installation): \_\_\_\_\_

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:

Name N O N E Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
License Number: Not Applicable

Electrical Work, including any Electrical Power Plants

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address N O N E  
License Number: \_\_\_\_\_

Tele-data Systems:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address N O N E  
License Number: \_\_\_\_\_  
Telecommunications Exemption (Provide copy of letter and ID card) Number: \_\_\_\_\_

Fire Alarm Systems:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address N O N E  
License Number: \_\_\_\_\_  
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: \_\_\_\_\_

Security Systems:

Name Straight Edge Striping Phone # 732-302-3001  
Address 18 Rue Cezanne, Franklin NJ 08873  
License Number: 653443

Structural Steel and Ornamental Iron Work:

Name Ken's Tree Care Inc. Phone # 201-768-0694  
Address 401 Paulding Ave, Northvale NJ 07647  
License Number: Not Applicable 606282

**BID SECURITY**

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.



**CONSENT OF SURETY**

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

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

Sample wording is as shown below:

**CONSENT OF SURETY**

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

**SAMPLE**

valuable consideration, the

\_\_\_\_\_ Insurance Company,

(Name)

\_\_\_\_\_

(Address)

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 the contract for (Contracting Agency) \_\_\_\_\_  
for: (Project) \_\_\_\_\_  
is awarded to (Bidder) \_\_\_\_\_

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

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ INSURANCE COMPANY

(Name)

By \_\_\_\_\_

(Name)

Attorney in Fact

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

**PUBLIC WORKS CONTRACTOR REGISTRATION FORM**

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, “P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”.

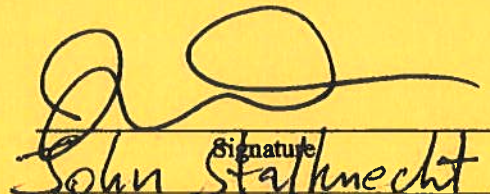
1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

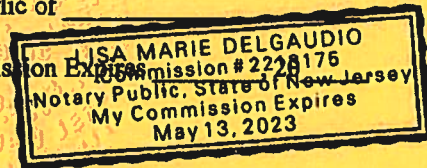
Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Registration</u>
<u>Not Registered</u>	<u>Number</u>
Bidder <u>4 Clean-Up, Inc.</u>	— <u>605114</u>
(Subcontractor) <u>Ken's Tree Care Inc.</u>	— <u>606282</u>
(Subcontractor) <u>Straight Edge Striping</u>	— <u>653443</u>
(Subcontractor) _____	— _____
(Subcontractor) _____	— _____

Subscribed and sworn  
before me this 19 day  
of May 2020.

Lisa De Gaudio  
Notary Public of \_\_\_\_\_

  
Signature  
John Stalknecht, Pres.  
Name and Title  
(Type or Print)

My Commission Expires May 13, 2023  


**NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM**

P.L. 2004, Ch. 57 and P.L. 2009, Ch. 315 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

“Contractor” means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

“Contract” means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

- (1) the value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency’s bid threshold; or
- (2) when the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency’s bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57 and P.L. 2009, Ch. 315.

The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

	<u>Name</u>	<u>Registration</u>
		<u>Not Registered</u> <u>Number</u>
Bidder	<u>4 Clean-Up, Inc.</u>	— <u>0105574</u>
(Subcontractor)	<u>Ken's Tree Care</u>	— <u>0071324</u>
(Subcontractor)	<u>Straight Edge Striping</u>	— <u>1241139</u>
(Subcontractor)	<u>[Signature]</u>	—   _____
(Subcontractor)	<u>[Signature]</u>	—   _____

Subscribed and sworn before me this 19 day of May 2020.

[Signature]  
Notary Public of

[Signature]  
Signature  
John Stalknecht, Pres.  
Name and Title  
(Type or Print)

My Commission Expires **JSA MARIE DELGAUDIO**  
**Commission #2213175**  
Notary Public, State of New Jersey  
My Commission Expires  
May 13, 2023

**BACKGROUND QUESTIONNAIRE**

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company Jan. 1989

Name and address of officers: see below

President John Stalknecht-9031 Palisade Plaza, No. Bergen NJ 07047  
 Vice President James 9032  
 Secretary +  
 Treasurer John 9031

**EXPERIENCE**

- How many years has your organization been in business as a general contractor under your present business name? 31
- How many years experience in this type of construction work has your organization had? 31
- What are the latest projects (within the last five years) your organization has completed?  
 (Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ <u>232,000</u>	<u>Jun. 2019</u>	<u>Twp. of Randolph</u>
B.	\$ <u>359,000</u>	<u>+</u>	<u>Borough Bogota</u>
C.	\$ <u>1,200,000</u>	<u>May</u>	<u>Twp. Parsippany Troy Hill</u>
D.	\$ <u>220,000</u>	<u>Oct.</u>	<u>Borough Parsippany</u>
E.	\$ <u>1,280,000</u>	<u>May</u>	<u>Town W.N.J.</u>

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>Richard Lindsay - 502 Millbrook Ave. Randolph NJ 07869</u>	<u>973-989-7100</u>
B.	<u>Nokia Engineering - 34 Park Ave. Lyndhurst NJ 07071</u>	<u>201-939-8805</u>
C.	<u>Brandon Krysa - 1001 Parsippany Blvd. Parsippany NJ 07054</u>	<u>973-263-7266</u>

	<u>Name and Address</u>	<u>Telephone No.</u>
D.	Boswell Engineering - 330 Phillips Ave. So. Hackensack NJ 07606	201-641-0770
E.	Remington & Vernick - 300 Penhorn Ave. So. Hackensack NJ 07094	+ 624-2137

4. Have you ever failed to complete any work awarded to you (within the last ten years)? \_\_\_\_\_  
 If so, where and why? \_\_\_\_\_

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? \_\_\_\_\_  
 If so, state the name of individual, position and the name of the other organization \_\_\_\_\_

NO

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? \_\_\_\_\_  
 If so, where and why? \_\_\_\_\_

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
219 Rd. Resurfacing	Twp. of Parsippany Troy Hills	\$ 1,700,000
Broadway & Bellevue Improvements	Town Guttenberg	\$ 325,000
2016 Rdwy. Improvement	City Bayonne	\$ 910,000

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
2018 Rd. Program	Town of W.N.Y.	\$1,380,000
2019 <del>1</del>	Twp. of Saddle Brook	467,000

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

\$2,000,000

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

Bob Cat E50 Excavator

"

"

315

"

Back-Hoe 418 to 416C

1999 to 2006 Mack 15 CT Tandem Dump

Volvo Paver 7110

Ingersoll Rand Roller DD90 x 34

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE NEW JERSEY

COUNTY OF Essex <sup>SS</sup>

I John Stalknecht of the City/Town/Township/Borough, etc. No. Bergen in the County of Hudson and the State of N.J. full age, being duly sworn according to law on my oath depose and say that:

I am Pres. an officer of the firm of 4 Clean-up Inc. the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the \_\_\_\_\_, as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 12:60-7.1 et seq, commits any of the acts listed therein, and as determined according to applicable law and regulation.

4 Clean-up Inc.  
201-271-0042 F-0118  
PO Box 5098 No. Bergen NJ 07047  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

[Signature] Pres.  
(Insert Name and Title of Affiant)

Subscribed and sworn before me this 19 day of May 2020

[Signature]

Notary Public of \_\_\_\_\_

LISA MARIE DELGAUDIO  
Commission # 2213175  
Notary Public, State of New Jersey  
My Commission Expires  
May 13, 2023

**NON-COLLUSION AFFIDAVIT**

STATE OF N.J. SS.

COUNTY OF Essex

I, John Stalknecht of the (City, Town, Township, Borough, etc.)

of No. Bergen in the County of Hudson and the

State of N.J., of full age, being duly sworn

according to law on my oath depose and say that:

I am Pres. of the firm of 4 Clean-up Inc. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Orange Twp. relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

4 Clean-up, Inc.  
(Name of Bidder)

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

(Also type or print name of affiant under signature)

John Stalknecht

Subscribed and sworn to before me this 19 day of May 2020

Lisa Marie Delgaudio  
Notary Public of

My commission expires:

LISA MARIE DELGAUDIO  
Commission # 2213175  
Notary Public, State of New Jersey  
My Commission Expires  
May 13, 2023





**AFFIRMATIVE ACTION REQUIREMENTS**

**CONSTRUCTION CONTRACTS**

"Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Subscribed and sworn to before  
me this

19 day of May, 2020,

Lisa M. Delgaudio

Notary Public of \_\_\_\_\_

  
\_\_\_\_\_  
Signature

John Stalknecht

Name & Title  
(Type or Print)

My Commission expires:

LISA MARIE DELGAUDIO  
Commission # 2213175  
Notary Public, State of New Jersey  
My Commission Expires  
May 13, 2023

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C.127 (N.J.A.C. 17-27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17-27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);  
  
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;  
  
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C. 17:27-4;  
  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C. 17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?  
  
Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?  
  
Yes ✓ \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: 4 Clean-up, Inc. Signature: [Signature]  
Title: Pres.

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

**AFFIDAVIT**

I, John Stalknecht of the (City, Town, Township, Borough, etc.)  
of No. Bergen in the County of Hudson and the  
State of N.J. of full age, being duly sworn  
according to law on my oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.  
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

**SEAL**

Pres. [Signature]  
Title:  
H Clean-up, Inc.  
Name of Company

Subscribed and sworn to  
before me this 11 day  
of May 2020

[Signature]  
Notary Public of

My commission expires  
**LISA MARIE DELGAUDIO**  
Commission # 2213175  
Public, State of New Jersey  
My Commission Expires  
May 13, 2023

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

In accordance with Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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.

**PLEASE CHECK EITHER BOX:**



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

**OR**



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

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: \_\_\_\_\_

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities:

\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): John Stalknecht Signature: 

Title: Pres Date: 5/19/20

Bidder/Vendor: 4 Clean-up, Inc.

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

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

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

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

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

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

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

(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 Division, 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 Division.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Vendor Name: 4 Clean-up, Inc. Date: 5/19/20



### **First Source Employment**

Contractors agrees to employ, and shall require in each of its contracts with contractors that they and their subcontractors must employ, residents of the City in the construction of the Project, and in the operation and maintenance of the Project following Completion of Construction for so long as this Construction Agreement remains in effect with respect to the Project. Thirty (30%) percent of the aggregate billable construction laborer, administrative and clerical hours associated with the Project shall be provided by City residents or by employees of Minority Business Enterprises and Women's Business Enterprises, consistent with market wages. The City shall designate a City official to oversee and monitor the Contractor's compliance with these First Source Employment requirements and affirmative action requirements, at no cost to the Contractor. Contractor will engage in and cooperate with efforts to recruit City residents for all employment opportunities in connection with the Project, including participation in City job fairs and utilization of a central employment registry, if the City maintains such a registry. Contractor agrees to meet periodically with the City's designee at the designee's request, to discuss the status of the Contractor's employment efforts and compliance with the requirements of this Section 11.2. All contracts entered into by the Contractor for the construction of the Project shall contain appropriate language to effectuate this provision, and the Contractor covenants to enforce its contracts with its contractors and subcontractors, if such parties are not in compliance with the requirements of this Section 11.2.

HOLD HARMLESS AGREEMENT

Between The City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050

And  
4 Clean-up, Inc.  
(Contractor)  
4501 Bell Ave.  
PO Box 5098 No. Bergen N.J. 07047  
Address (not a post office box)  
201-271-0042 F. 0118  
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this 19 day of May 2020

Subscribed and sworn to

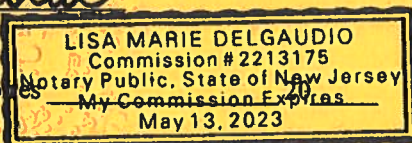
Before me this 19 day of

May 20

Lisa Marie Delgaudio

Signature of Notary

My Commission expires



4 Clean-up, Inc.  
Name of Bidder

[Signature] Pres.  
Authorized signature and title

John Stalknecht  
Print - Authorized signature and title

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

4 Clean-up, Inc. (Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                       |  |
|-----------------------|--|
| Dwayne D. Warren      |  |
| Donna K. Williams     |  |
| Kerry J. Coley        |  |
| Tency A. Eason        |  |
| Jamie Summers-Johnson |  |
| Harold Johnson, Jr.   |  |
| Christopher Jackson   |  |
| Adrienne Wooten       |  |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership    
 Corporation    
 Sole Proprietorship    
 Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address        |
|------------------------------|---------------------|
| John Stalknecht              | 9031 Patisade Plaza |
| Jamel                        | 9032                |
|                              | No. Bergen NJ 07047 |
|                              |                     |
|                              |                     |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: 4 Clean-up, Inc.

Signed: \_\_\_\_\_ Title: Pres.

Print Name: John Stalknecht Date: 5/19/20

Subscribed and sworn before me the 19 day of May, 2020.

John Stalknecht Pres. (Affiant)

My Commission expires: Jan 20 2023 (Print name & title of affiant) (Corporate Seal)



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be 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, as 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 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 proceedings 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.