

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE December 21, 2021

NUMBER 520-2021

**TITLE: A RESOLUTION AWARDING A <sup>AMENDED</sup> CONTRACT TO NEWARK ASPHALT CORP., FOOT OF PASSAIC STREET, NEWARK, NEW JERSEY 07104, FOR SUPPLYING ASPHALT PAVEMENT AND STONE DUST FOR ONE (1) YEAR COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022 IN THE AMOUNT NOT TO EXCEED \$30,000.00.**

**WHEREAS**, the City of Orange Township did duly advertise on November 19, 2021 for proposals for supplying asphalt pavement and stone dust pursuant to the specifications; and,

**WHEREAS**, on December 7, 2021 the City of Orange Township received one (1) public proposal for supplying asphalt pavement and stone dust prices based on per tonnage from the following:

ITEM	NEWARK ASPHALT
Bituminous Concrete Surface Course (SP-2) Hot Mixed	\$70.00 per ton
Bituminous Concrete Surface Course (FABC) I-5 Hot Mixed	\$ 55.00 per ton
Bituminous Concrete Stabilized Base I-2 Hot Mixed	\$ 50.00 per ton
Asphalt Pavement Type "A" Cold Patch or Equal Top Course	\$125.00 per ton
Stone Dust	\$ 28.00 per ton

**WHEREAS**, there exists a need for supplying asphalt pavement and stone dust within a 10 mile radius of the City of Orange Township since physical proximity is necessary for the economical performance of the contract; and

**WHEREAS**, the Director of Public Works did examine the proposal and determined that Newark Asphalt Corp.'s proposal complied with the Local Public Contracts Law; and,

**WHEREAS**, Newark Asphalt Corp. 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, as that term is defined below, and that the contract will prohibit Newark Asphalt Corp. 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, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account No. 2-01-26-290-000-514,

 A. MIZRAHI  
CITY ATTORNEY



contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract with Newark Asphalt Corp.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Orange Township, that a contract be awarded to Newark Asphalt Corp., Foot of Passaic Street, Newark New Jersey 07104; and,

**BE IT FURTHER RESOLVED**, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with Newark Asphalt Corp. for supplying asphalt pavement and stone dust upon condition that bidder comply fully with all terms and conditions of the specifications in an amount not to exceed \$30,000.00.

Adopted:

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Joyce L. Lanier  
City Clerk

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Kerry J. Coley  
Council President



CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that, based on the experience record of the prior year, and based on the Quote, RFP, or RFQ bid results, "extraordinary unspecifiable services" without competitive bids or inclusion in a cooperative which the City has approved, and contingent upon Council approval and inclusion of said item in the Temporary Budget and the adopted 2022 Budget, there will be sufficient funds to contract with:

Vendor Name: Newark Asphalt Corp.  
Address: Foot of Passaic Street  
City: Newark  
State: New Jersey  
Zip Code: 07104

Purpose: Supply of asphalt pavement and stone dust  
01/01/2022-12/31/2022

Fund: Current Fund  
Line Description STR - Street Repairs  
Budget years: 2022  
Account Numbers(s): 2-01-26-290-000-514  
30,000.00

Vendor ID: NEWAR010

Amount not to exceed: \$ 30,000.00

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Division Head

Date

*Nile Clements*

12/20/2021

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Chief Financial Officer

Date



## **AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
between the City of Orange Township and **Newark Asphalt Corp., Foot of Passaic  
Street, Newark, New Jersey 07104.**

**WHEREAS**, the City of Orange Township wishes to retain a firm for the purpose  
of **supplying asphalt pavement and stone dust** for the City of Orange Township, as  
specifically set forth in the attached proposal.

**WHEREAS**, the City of Orange Township wishes to retain **Newark Asphalt  
Corp.**, with offices located at **Foot of Passaic Street, Newark, New Jersey**, the lowest  
responsible bidder of bidders to submitting for such service on December 7, 2021.

**WHEREAS**, this firm and the individuals of the firm are to be retained pursuant  
to the Agreement as specified by the attached proposal dated December 7, 2021; and

**WHEREAS**, the City Council of the City of Orange Township has, by  
**Resolution No. \_\_\_\_\_** dated \_\_\_\_\_, authorizes **Newark Asphalt Corp.** to  
provide **asphalt pavement and stone dust**, as specified in the attached proposal.

**NOW, THEREFORE, BE IT AGREED** by and between the parties, for the  
mutual convenient set forth herein below:

1. **Newark Asphalt Corp.** is hereby contracted by the City of Orange Township  
to provide services as specified in the attached proposal.
2. This agreement shall be effective commencing on **January 1, 2022** and  
terminating on **December 31, 2022.**





3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Newark Asphalt Corp.** without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.



9. The City may terminate this Agreement upon three days notice with **Newark Asphalt Corp.** In the event that this agreement is deemed to be terminated, the City shall pay **Newark Asphalt Corp.** for those services provided as of the effective date of termination. This agreement is final and cannot be amended, supplemented, changed or modified without said being in writing.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

\_\_\_\_\_  
Joyce L. Lanier      Date  
Municipal Clerk

\_\_\_\_\_  
Dwayne D. Warren, Esq.      Date  
Mayor

ATTEST:

Newark Asphalt Corp.  
Foot of Passaic Street  
Newark, New Jersey 07104

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Signature      Date

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus      Date  
City Attorney



**THE CITY OF ORANGE TOWNSHIP**

**ORANGE, NEW JERSEY**

**REQUEST FOR PROPOSAL  
ASPHALT PAVEMENT**

**&  
STONE DUST**



**Marty Mayes, Director, CRP, SRMP, CPWM  
Department of Public Works/Engineering**

**City of Orange Township  
Notice to Bidders  
Request for Proposal  
Asphalt Pavement & Stone Dust Materials  
City of Orange Township, Essex County, New Jersey**

Notice is hereby given that sealed "Request for Proposals" (under the provision of Local Public Contracts Law N.J.S.A. 40:A-11-11-4.1 et seq.) will be opened on Tuesday, December 7, 2021 by the Director of Public Works/Engineering at 10:30am prevailing time on the 3<sup>rd</sup> Floor Public Works Conference Room, City Hall, 29 North Day Street, Orange, New Jersey 07050.

The City of Orange Township is requesting proposals for the purchase of asphalt pavement and stone dust materials. Proposals will only be accepted from Supplier's Plant, which are within a 10 mile radius from the municipal boundaries of the City of Orange Township since physical proximity is necessary for the economical performance of the contract.

Instructions for the preparation and submission of the proposal may be obtained from the Department of Public Works by contacting Ellie Serrano, DPW Administrative Clerk by phone at (973) 747-2922 or by email at [eserrano@orangenj.gov](mailto:eserrano@orangenj.gov) between the hours of 9:00am and 4:00pm, Monday through Friday commencing on the date of this notice.

The proposal and all supporting documents shall be submitted in a sealed envelope plainly marked to indicate the name and address of the proposer, the subject of the proposal and date of proposal opening. Responses may either be mailed or delivered in person. Mailed responses will be held and opened at the above specified time and date. Responses received by the Department of Public Works/Engineering after the time for opening proposals will be returned unopened.

The City of Orange Township is not responsible for late delivery by the United States Postal Service or any other carrier.

Bidders are required to comply with the requirement of NJSA 10:5-31 et seq. And Affirmative Action requirements of P.L. 1075, C.127 (NJAC 17:27 et seq.) and Local Unit Pay-To-Play Law (P.L. 2004, c19, as amended by P.L. 2005, c51).

These proposals are being solicited through a Fair and Open process in accordance with N.J.S.A. 19:44A-20.4 et. Seq.

The City reserves the right to accept the proposal it deems most advantageous or to reject all proposals.

Dwayne D. Warren, Esq.  
Mayor

Marty Mayes, CRP, SRMP, CPWM  
Director of Public Works/Engineering  
(973) 952-6078

## General Conditions and Instructions to Bidders

### General Information

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the City of Orange Township for the following:

#### **Asphalt Pavement & Stone Dust Materials**

For the contract period:

From: Notice to Proceed

Through: 12 or 24 months

Bidders shall be responsible to carefully examine the documents enclosed herewith as well as the conditions of the proposal. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the proposal as being non-responsive and not meeting specifications.

Sealed proposals will be received at the location and on the date and time stated in the "Notice to Bidders", and at that time opened and publicly read aloud. **NO PROPOSALS WILL BE ACCEPTED BEYOND THE TIME SPECIFIED.**

All bidders must be located within maximum 10 mile radius from the municipal boundaries of the City of Orange Township since physical proximity is necessary for the economical performance of the contract.

### **PREPARATION OF BID PROPOSAL**

#### **1. Proposal Submission**

All proposals shall be submitted on the proposal forms furnished herein and shall be enclosed in a sealed envelope, with the name of the bidder and the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

To: City of Orange Township  
Office of the Director of Public Works  
29 North Day Street  
Orange, New Jersey 07050

Proposal For: Asphalt Pavement and Stone Dust Materials

#### **2. Proposal Opening**

At the time fixed, proposals will be opened and read publicly. All bidders or their authorized representatives are to be present.

Hour: 10:30 a.m.

Date: Tuesday, December 7, 2021

Place: Public Works Conference Room #304

City Hall

29 North Day Street

Orange, New Jersey 07050

**3. Proposal Completion**

The bidder shall fill in all blank spaces in the proposal form using ink or typewriter and sign same in ink. Erasures or other changes in the proposal must be explained or noted over the signature of the bidder. Proposals containing any conditions, omissions, unexplained erasures or alternations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejections by the City.

**4. Time to Award Contract**

Proposals are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within this period.

**5. Award of Proposal**

The City will award the proposal to the entity submitting the lowest responsible price in dollars (U.S.) for the service specified in these documents.

**6. Estimates**

The quantities listed in the proposal section of this document are estimates. These estimates, to the best of the City's knowledge, are accurate and concise; however, the City makes no representation that these are the exact quantities required during the period of the contract.

**7. Withdrawal of Proposal**

Any proposal may be withdrawn on written request received from a bidder prior to the time fixed for the proposal opening. No right to withdraw a bid shall exist after the time specified for opening of proposals has arrived, or for sixty (60) days thereafter. The bidder shall sign the written request.

**8. Comparison of Proposal Prices**

The price includes the cost of insurance, bond and other charges incidental to the work or delivery.

**9. Tax Exemption**

Prices quoted in all bids shall include delivery (FOB destination) and exclusive of all Federal, State or local taxes from which the City is exempt. The Federal Tax Identification Number is 22-6002178

**10. Term of Contract**

The award of this contract shall be for a period of one (1) year or two (2) year commencing on Notice to Proceed with the City effective by resolution of the City Council. All terms and conditions of the contract shall remain the same for the second year.

**11. Right to Reject Bids**

The City reserves the right to reject any and all bids, to award in part or whole to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the City to do so. In the case of a tie bid, the City reserves the right to award the bid to the contractor it determines will best meet the needs of the City.

**12. U.S. Manufactured Products**

In accordance with N.J.S.A. 40A:11-18, This section of the statute does not set forth a state policy of discrimination against foreign commerce, but directs and encourages vendors to use American made products whenever available shall be used in connection with this contract.



### **13. Substitutions**

In order to establish standard of quality, the City, in the detailed proposal, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design. All substitution item(s) proposed by a bidder as "approved equal" shall be considered and evaluated by the City, however the burden of proving to the City the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submittal which shall include but is not limited to, submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the variation will apply; and shall also supply a sample and descriptive data. The Contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

### **14. Required Signatures**

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on this proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

### **15. Technical Questions**

Please address to the Office of Public Works  
Telephone (973) 952-6078

## **BID REVIEW CRITERIA**

### **1. Qualifications of a Bidder**

The City reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all such bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

### **2. Successful Bidder**

The successful bidder will be the one who submits the lowest responsible "Total Bid" for the services described in the bid page of this document. The City reserves the right to reject any and all bids to award in part or whole. The bid will be awarded, provided that in the judgement of the City Council, it is reasonable and in the interest of the City. The award will be made within sixty (60) days from the opening of the bides).

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**1. Service To Be Ordered "As Needed"**

Service is to be ordered on an "as needed" basis, but not to the extent that it exceeds contractual limitations.

**REQUIRED FORMS**

**1. Proposal Form**

Bidders are required to complete and submit the enclosed Bid Proposal Form.

**2. Affirmative Action Form**

Bidders are required to complete the enclosed Affirmative Action Form.

**3. Business Registration Certificate & W-9**

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A Certificate showing proof of registration must be included with bid proposal.

**4. Play To Play Form**

Bidders are required to complete and submit the enclosed Play to Play Form.

**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**SPECIFICATIONS FOR ASPHALT PAVEMENTS & STONE DUST**

**BITUMINOUS CONCRETE SURFACE COURSE – HOT MIXED (SP-1)**  
**BITUMINOUS CONCRETE SURFACE COURSE – HOT MIXED (FABC) I-5**  
**BITUMINOUS CONCRETE STABILIZED BASE – HOT MIXED (I-2)**

New Jersey DOT Standard Specifications dated 1989 for Bituminous Concrete Surface (FABC) and (SP-1), Hot Mixed, and Bituminous Concrete Stabilized Base I-5 Hot Mixed, shall be used.

Delivery of above pavement is in truck load lots at the Supplier's Plant to City owned trucks.

Tickets showing weights delivered shall accompany each truck of materials.

Prices for the above materials are based on pavement obtained at Supplier's Plants, which are opened at least 50 weeks a year. Supplier must give the City of Orange Township at least 1 month notice in the event of a plant closing for two weeks.

**Type A**  
**Cold Patch/Winter Mix**

The State Highway Specifications for Binder and Top (Wearing Surface) and specifications for Type A New Jersey State Cold Patch, or equal are to be met.

Delivery of above pavement is in truck load lots at the Supplier's Plant to City owned trucks.

Tickets showing weights delivered shall accompany each truck of materials.

Prices for the above materials are based on pavement obtained at Supplier's Plant and loaded on City owned trucks.

**Proposals will only be accepted from Supplier's Plant, which are within a 10-mile radius of the Department of Public Works Garage, located at Brook Alley, in the City of Orange Township, New Jersey.**

Proposals will only be accepted from Supplier's Plant, which are opened for at least 50 weeks a year. Supplier must give the City of Orange Township at least 1 month notice in the event of a plant closing for two weeks.

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the State Business Registration Act. A certificate showing proof of registration must be included in all proposals.

Bidders are also required to complete and sign the attached "Affirmative Action" Forms.

**CITY OF ORANGE TOWNSHIP, NEW JERSEY  
DEPARTMENT OF PUBLIC WORKS**

**PROPOSAL FOR SUPPLYING ASPHALT PAVEMENT AND STONE DUST**

The City of Orange Township  
Orange, New Jersey

Dear Sirs:

We the undersigned, having carefully read the specification, and having come to a full understanding of the intent and meaning of said specifications, herewith submit out proposal for the same:

Award shall be made on a per ton basis.

1. For supplying asphalt pavement Bituminous Concrete Surface Course (SP-2) Hot Mixed in truck load lots at Seller's Plant (150 Tons – Estimated Quantity):

The sum of seventy dollars 00/100 \$70.00 Per Ton  
(Words) (Figures)

2. For supplying asphalt pavement Bituminous Concrete Surface Course (FABC) I-5 Hot Mixed in truck load lots at Seller's Plant (150 Tons – Estimated Quantity):

The sum of fifty-five dollars 00/100 \$55.00 Per Ton  
(Words) (Figures)

3. For supplying asphalt pavement Bituminous Concrete Stabilized Base I-2 Hot Mixed in truck load lots at Seller's Plant (150 Tons – Estimated Quantity):

The sum of fifty dollars 00/100 \$50.00 Per Ton  
(Words) (Figures)

4. For supplying asphalt pavement Type "A" Cold Patch or Equal Top Course in truck load lots at Seller's Plant (150 Tons – Estimated Quantity):

The sum of one hundred twenty-five dollars 00/100 \$125.00 Per Ton  
(Words) (Figures)

5. For supplying all Stone Dust in truck load lots at Seller's Plant (150 Tons – Estimated Quantity)

The sum of twenty-eight dollars 00/100 \$28.00 Per Ton  
(Words) (Figures)

Vendor's Name: Newark Asphalt Corp.

Address: Foot of Passaic Street

Newark, New Jersey 07104

Telephone: 973-482-3503

Federal Tax ID: 22-1809918

Authorized Signature: Joseph Biggica

Date: November 23, 2021

Print Name: Joseph Biggica

**CERTIFICATE OF REGISTRATION  
(P.L. 1999, C.238)**

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**To:**

**Re:**

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- I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act.\*
- II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.
- III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.
- IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

**\*Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.**

**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  X

If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes  X  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: Newark Asphalt Corp.

Signature: Joseph Biggion

Title: General Manager

**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**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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 office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Vendor Signature:



Date: November 23, 2021



Certification 7700

**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-APR-2019** to **15-APR-2026**

**NEWARK ASPHALT CORP.  
FOOT OF PASSAIC STREET  
NEWARK NJ 07104**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO  
State Treasurer**

08/28/12

Taxpayer Identification# 221-809-918/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (800)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
NEWARK ASPHALT CORP.

ADDRESS:  
FOOT OF PASSAIC ST  
NEWARK NJ 07102  
EFFECTIVE DATE:

10/11/85

TRADE NAME:

SEQUENCE NUMBER:

0063826

ISSUANCE DATE:

08/28/12



Director  
New Jersey Division of Revenue

FORM-BRC

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

**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.

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**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  
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CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

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

\_\_\_\_\_ (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 committees, joint candidate committees; 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	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tency A. Essam	
Harold J. Johnson, Jr.	
Adrienne Wooten	
Jamie Summers-Johnson	

**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
Please see attached	

**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: Newark Asphalt Corp.

Signed: Joseph Biggica Title: General Manager

Print Name: Joseph Biggica Date: November 23, 2021

Subscribed and sworn before me the 23rd day of November, 2021  
2006.

Yolanda McGonigle  
(Affiant)  
YOLANDA MCGONIGLE  
(Print name of Affiant) (Corporate Seal)  
Notary Public, State of New Jersey

My Commission expires:

My Commission Expires  
March 18, 2023

**Newark Asphalt Corp.  
Foot of Passaic Street  
Newark, N.J. 07104 - 3908**

**Shareholders Information**

Newark Asphalt Corp. was incorporated on October 30, 1965 under the Laws of the State of New Jersey. The Company's Identification Numbers are: Federal 22-1809918 and State 206139. Chapter 33 of the 1977 Public Laws of the State of NJ require disclosure of the following lists of corporate officers. 100% of the Stock of Newark Asphalt Corp. is owned by the stockholders listed below.

Shares Issued	Class A 840 Non Voting	Class B 840 Voting	Total	Officer Title	Percentage of Outstanding
Trust f/b/o Roberta Grecco 781 Norgate Westfield, NJ 07090	26.00	114.00	140.00		8.54%
Allison G. Sorace 38 Helen Street Fanwood, NJ 07023	122.50	0.00	122.50		7.47%
David Sorace 38 Helen Street Fanwood, NJ 07023	1.00	0.00	1.00		0.06%
Frank M. Grecco Jr. 3 Allenby Lane Scotch Plains, NJ 07076	25.25	36.50	61.75	Vice President	3.77%
Robert A. Grecco 103 Hillcrest Road Flemington, NJ 08822	25.25	36.50	61.75		3.77%
Joseph M. Napp 5 Knollwood Drive West Orange, NJ 07052	1.00	626.00	627.00	President	38.26%
Estate of Irene N. Corvelli 27 Randolph Place West Orange, NJ 07052	625.00	0.00	625.00		38.13%
Daniel J. Corvelli 14 Wolfe Run Ct. Long Valley, NJ 07853	0.00	0.00	0.00	Secretary & Treasurer	0.00%
<b>Total Shares</b>	<b>826.00</b>	<b>813.00</b>	<b>1,639.00</b>		<b>100.00%</b>



## **AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Orange Township and **Newark Asphalt Corp., Foot of Passaic Street, Newark, New Jersey 07104.**

**WHEREAS**, the City of Orange Township wishes to retain a firm for the purpose of **supplying asphalt pavement and stone dust** for the City of Orange Township, as specifically set forth in the attached proposal.

**WHEREAS**, the City of Orange Township wishes to retain **Newark Asphalt Corp.**, with offices located at **Foot of Passaic Street, Newark, New Jersey**, the lowest responsible bidder of bidders to submitting for such service on December 7, 2021.

**WHEREAS**, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified by the attached proposal dated December 7, 2021; and

**WHEREAS**, the City Council of the City of Orange Township has, by **Resolution No. \_\_\_\_\_** dated \_\_\_\_\_, authorizes **Newark Asphalt Corp.** to provide **asphalt pavement and stone dust**, as specified in the attached proposal.

**NOW, THEREFORE, BE IT AGREED** by and between the parties, for the mutual convenient set forth herein below:

1. **Newark Asphalt Corp.** is hereby contracted by the City of Orange Township to provide services as specified in the attached proposal.
2. This agreement shall be effective commencing on **January 1, 2022** and terminating on **December 31, 2022.**

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3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Newark Asphalt Corp.** without prior written consent of the City.
  4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
  5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
  6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
  7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
  8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.
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9. The City may terminate this Agreement upon three days notice with **Newark Asphalt Corp.** In the event that this agreement is deemed to be terminated, the City shall pay **Newark Asphalt Corp.** for those services provided as of the effective date of termination. This agreement is final and cannot be amended, supplemented, changed or modified without said being in writing.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

\_\_\_\_\_  
Joyce L. Lanier      Date  
Municipal Clerk

\_\_\_\_\_  
Dwayne D. Warren, Esq.      Date  
Mayor

ATTEST:

Newark Asphalt Corp.  
Foot of Passaic Street  
Newark, New Jersey 07104

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus      Date  
City Attorney

