

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE February 21, 2023NUMBER 94-2023

**TITLE: A RESOLUTION AUTHORIZING THE AWARDDING OF A CONTRACT FOR THE DEMOLITION OF THE CHESTNUT STREET PUMP STATION (CSPS) TO IBN CONSTRUCTION CORP., 49 HERMON STREET, NEWARK, NEW JERSY 07105 IN THE AMOUNT NOT TO EXCEED \$323,369.00.**

**WHEREAS**, the City of Orange Township did duly advertise on November 2, 2022 for public bids for the Demolition of the Chestnut Street Pump Station; and

**WHEREAS**, on December 14, 2022 the City of Orange Township received four (4) public bid pursuant to the plans and specifications furnished prospective bidders, from the following:

<b>Bidder</b>	<b>Base Bid A (Complete Demolition &amp; Removal of all debris/structure)</b>	<b>Base Bid B (Complete Demolition w/ Salvage Credit)</b>
IBN Construction Corp Newark, New Jersey	\$338,369.00	\$323,369.00
Caravella Demolition East Hanover, New Jersey	\$475,950.00	\$452,152.50
ADP Group, Inc. Paterson, New Jersey	\$683,000.00	\$656,000.00
Two Brothers Contracting, Inc. Totowa, New Jersey	\$928,800.00	\$888,800.00

**WHEREAS**, it is the recommendation of the Director of Public Works that the contract be awarded; and

**WHEREAS**, the City Attorney, did duly examine and study each and every bid submitted and recommends that a contract be awarded to the lowest responsible bidder, pursuant to said specifications and said limits, by the following company:

**COMPANY:****TOTAL BASE BID B:**

IBN Construction Corp.  
49 Hermon Street  
Newark, New Jersey 07105

\$323,369.00

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

**WHEREAS**, IBN Construction 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 Amtek Consulting 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 # \_\_\_\_\_.



**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the Demolition of the Chestnut Street Pump Station to IBN Construction Corp. the aforesaid lowest responsive bidder, in the amount not to exceed \$\_\_\_\_\_.

**BE IT FURTHER RESOLVED**, that the proper officers of the City of Orange Township, be and they 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: **February 21, 2023**

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President



CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
WATER 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 Water Capital accounts to Contract with:

Vendor Name: IBN Construction Corp.  
Address#1: 49 Hermon St.

City: Newark  
State: New Jersey  
Zip Code: 07105

Purpose: Demolition of Chestnut Street Pumping Station

Fund: Water Capital  
Account Name : Ord. 29-2022 Water Cap.- PFAS Treatment  
Account Numbers(s): C-06-XX-022-029-001

balance before	4,891,264.37
requested \$:	323,369.00
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balance after:	4,567,895.37

Vendor ID: IBNC0010

Purchase Order #: 23-00518

PENDING RESOLUTION

Amount not to exceed: \$ 323,369.00

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Division Head

Date

*Nile Clements*

2/15/2023

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Chief Financial Officer

Date



**XVII. CONTRACT AGREEMENT**

AN AGREEMENT DATED: \_\_\_\_\_ 2023

Between the City of Orange Township, a Municipal Corporation of the State of New Jersey, party of the first part; and

IBN Construction Corp.  
49 Herman Street  
Newark, New Jersey 07105  
Party of the Second Part

The parties to this Contract, each in consideration of the agreements on the other herein contained, have agreed and hereby agrees as follows:

1. **DEFINITIONS:** Wherever in this Contract the words hereinafter enumerated are used, they shall severally mean and intend what is opposite them:

- “THE MUNICIPALITY” ) The City of Orange Township
- “THE CITY” ) City of Orange Township, Essex County, NJ
- “ENGINEER” ) N/A
- "CONTRACTOR" ) The party of the second part and the legal representatives, successors, or assigns, of the said party, or the agent appointed to act for the said party in the performance of the work.

2. **CONTRACT:** The plans and proposals for bids, information for bidders, bid specifications and the drawings, if any, described in the specifications, and the bond are hereby made a part of this Contract with like effect as if herein set forth in full and the term "Contract" as herein used, includes all of said instruments. All work and materials mentioned in the specifications and not shown on the drawings, if any, and all work and materials shown on the drawings, if any, and not mentioned in the specifications, shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings.

The Contract amount is \$ 323,369.00 for the

**Demolition of the Chestnut Street Pump Station**

3. **CONTRACTOR'S OBLIGATIONS:** The Contractor agrees to furnish all the labor, materials, machinery, tools, apparatus and every means of construction necessary and proper for the project and in substantial, workmanlike and satisfactory manner to do and perform all of the work required under this Contract, including the specifications, in strict and full accordance with its requirements, and to receive in full payment therefor, and for all loss or damages arising out of the nature of the work or from action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, the Contract amount, set forth herein, and not to demand, sue for or receive therefor any compensation beyond said Contract Amount.
4. **AWARD OF CONTRACT:** The Contract for the **Demolition of the Chestnut Street Pump Station** will be awarded to the successful bidder by the Governing Body in accordance with the requirements of law.
5. **EXECUTION OF CONTRACT, PRE-CONSTRUCTION MEETING AND COMMENCING OF PROJECT**

Three (3) Copies of the Contract will be furnished immediately upon the Governing Body's award of contract. The individual, firm, or corporation, to whom or to which the contract is awarded, shall sign the contract and furnish the necessary bonds and file the same in the office of the City Clerk of Orange prior to Pre-Construction Meeting for subject project.

A Pre-Construction Meeting for the **Demolition of the Chestnut Street Pump Station** will be held at City of Orange Township Municipal Building, 29 N Day Street, Orange, NJ 07050. At this time all necessary bonds and contracts should have been signed and filed, as previously mentioned. No Bid Proposals shall be binding upon the Governing Body until the execution of the contract and filing of said bond and acceptance of same by the Governing Body. At the Pre-Construction Meeting the individual, firm, or corporation will furnish to the Project Engineer a schedule of work for subject project.

A commencement date of said project must be established at time of Pre-Construction Meeting. Construction operations shall begin within 10 days of the signing of contract; said tenth day shall be the first day of the contract time.

Work shall continue without interruption until the work is completed, except as provided in Sections 108.14 and 108.15 of the Standard Specifications. The Contractor upon written request to the Engineer is entitled to receive within seven (7) days of said request and authorization to proceed with the work.

6. **MODIFICATION OF CONTRACT:** This Contract, including the specifications here annexed and the drawing herein referred to, if any, may be modified and changed from time to time, as may be agreed in writing between the parties, hereto in a manner not materially affecting the substance thereof, nor materially increasing the amount to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.



7. **EXTRA WORK:** No claim for extra work or materials shall be made by or will be allowed to the Contractor, unless the same shall have been done or furnished under a written order by the Engineer, given before the performance of such additional work or the furnishing of such additional materials.

All claims for additional work or materials in any month shall be made to the Engineer, in writing before the 15th day of the following month. By failing to make such claims within the specified time, the Contractor waives any right for extra pay for such additional work or materials.

8. **ENGINEER TO DECIDE:** Each and every feature of the execution of this Contract including all work to be done and materials to be furnished hereunder shall be subject to the inspection and approval of the Engineer. He is authorized and empowered to reject and refuse any and all materials offered under or in fulfillment of this Contract that in his opinion may fail in any way particular to comply with the requirements thereof. The Engineer shall give all orders or directions contemplated by this Contract or in relation to the execution or any of the provisions thereof. Orders and directions given to the superintendents and foremen having immediate charge of the men employed on the particular work in relation to which such orders are given shall be deemed to have been given to the Contractor and shall be obeyed by such superintendents and foremen. To prevent disputes and litigation, the Engineer shall determine all questions in relation to said work and construction thereof, and he shall decide every question which may arise relative to the execution of this Contract on the part of the Contractor. He shall explain any doubt as to the meaning of intention of this Contract. His decision shall be final and conclusive upon the Contractor and in case any question shall arise between the parties hereto touching on the Contract, such decisions shall be a condition precedent to the right of the Contractor to receive any money thereunder.
9. **ACCESS TO WORK AND PLACES OF MANUFACTURE:** The Engineer and his inspectors and agents shall at all times have access to the work and premises used by the Contractor and to all places of manufacture where materials are being used or fabricated for determining that all such materials are being made strictly in accordance therewith. The Contractor shall provide all necessary assistance to the Engineer when required for inspection or verification of work done, without charge or expense to the Municipality.
10. **REJECTED MATERIALS:** Any materials furnished or work done, which in the opinion of the Engineer does not comply with the Contract, shall be immediately removed and satisfactorily replaced by the Contractor, at his own expense. The Contractor should neglect or refuse to remove or replace the same within ten (10) days, when notified to do so by written order, then the Engineer may remove or cause the same to be removed and satisfactorily replaced by Contract or otherwise, as he may deem expedient, and charge the expense thereof to the Contractor.

11. **INSPECTION BY ENGINEER:** Upon request of the Engineer, the Contractor shall at any time before or after the completion of the work, made such openings over any part thereof as he may be directed in writing to do so and shall thereafter restore the work so disturbed to the satisfaction of the Engineer. Should the work be found faulty in any respect, the whole of the expense incurred shall be defrayed by the Contractor. In cases where the work is removed and not found faulty, the Municipality will pay for the removal and restoration of such work at the unit prices for similar work specified for any such work. The Municipality will pay for such part of the actual cost thereof, as determined by the Engineer.
12. **DEFECTIVE WORK AND MATERIALS:** The inspection or approval of the work shall not relieve the Contractor of any of his obligations to fulfill this Contract as herein prescribed, and defective work shall be made good; and unsuitable materials may be rejected notwithstanding that such work or materials has been previously overlooked by the Engineer and accepted or estimated for payment or that payments have been made upon them.
13. **CONTRACTOR'S EMPLOYEES:** The Contractor shall employ competent and faithful individuals to execute the Contract. The superintendents and foremen shall have a knowledge of the English language sufficient to enable them to understand and execute orders given by the Engineer. Wherever the Engineer shall inform the Contractor in writing that any man engaged in the work is, in his opinion, disobedient, disorderly, disrespectful, incompetent or unethical, or that superintendents or foremen have an inadequate knowledge of the English language, the Contractor shall not further employ such individual upon any of the work.
14. **TIME:** Time is of the essence of this Contract. The work consumed by the Contractor in wholly completing the Contract, which shall include the furnishing of all material, shall be determined from the date of the signing of this Contract. The Contractor shall carry on the work with such force and in such manner and order as may be directed by the Engineer.

The Contractor shall fully and entirely perform this Contract before the expiration of the number of consecutive working days specified in the Proposal. The Engineer shall determine the time, expressed in days or parts of days consumed by the Contractor in the full completion of the Contract. Sundays and holidays on which no work is done shall be excluded from the said determination.

The Engineer shall also determine what act or omission on the part of the Municipality temporarily interrupted or delayed the prosecution and completion of the work, or to what extent weather conditions interrupted or interfered with the performance of the work. No claim for extra compensation or for damages shall be made by or allowed to the Contractor for such delays. Such time allowances, as shall be determined by the Engineer, which resulted from acts or omissions on the part of the Municipality, or delays beyond the control of the Contractor, shall be deducted from the days consumed in the entire completion of the Contract, and the Engineer shall issue a certificate in writing of said calculated allowances. The Engineer's determination and certificate thereof shall be binding and conclusive upon the Contractor.

15. **LIQUIDATED DAMAGES:** In case the Contractor shall fail to complete the work hereunder in accordance with the term of this Contract within the time aforesaid, the Contractor shall pay to the Municipality the sum specified in the specifications for each and every working day that the time consumed in such completion may exceed the time herein before allowed for that purpose, which said sum, in view of the difficulty of ascertaining the loss which the Municipality will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon and determined by the parties hereto as the liquidated damages that the Municipality will suffer by reason of delay in the performance of the work hereunder and not as a penalty.
16. **WAIVER:** Neither the inspection of the Municipality or Engineer or any of its employees, nor any order, measurement or certificate of the Engineer, nor any order by the Municipality or the payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or Municipality or any extension of time, nor any possession taken by the Municipality or its employees shall operate as a waiver or any provision of this Contract, or of any power herein reserved to the Municipality, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver or any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided. The Municipality shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.
17. **SUSPENSION:** The Municipality reserves the right of suspending the whole or any part of the work, if it shall deem it for the best interest of the Municipality so to do, without compensation to the Contractor for such suspension, other than extending the time for contemplating the work, as much as it may have been in the opinion of the Engineer, delayed by such suspension. During such suspension, all materials delivered upon, but not placed in the work, shall be neatly piled so as not to obstruct public travel, or shall be removed from the site of the work at the direction of the Engineer, and unless so removed by the Contractor within ten (10) days of written notice from the Engineer, they may be removed by him at the Contractor's expense.
18. **PARTIAL USE IN WORK:** The Municipality shall have the right to use and place in use any of the work as soon as the same is available, and such use shall not be considered as an acceptance of the work or any part thereof, nor shall it affect the maintenance period, where such period is called for in this Contract.
19. **MAINTENANCE PERIOD:** The period of maintenance for all work shall be **two years** from the date of final completion and acceptance of the entire project.
20. **REPAIRS:** If at any time during the progress of the work, or during the period of maintenance, any repairs to any part of the work, in the opinion of the Engineer, due to defects in material and workmanship, shall be required, the Engineer shall, by mail or in person, notify the Contractor to make the repairs so requested. If the Contractor shall neglect to make satisfactory repairs within three (3) days from the date of the notice, or if the required repairs are so urgent in character as to preclude incurring the delay incident to the issuing of said notice and awaiting action by the Contractor, then the Municipality has the right to employ such other persons or persons as may be deemed proper to make the repairs at the expense of the Contractor.

21. **LIABILITY OF CONTRACTOR, ETC.:** The Contractor shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the character of the work, or because of the nature of the land in or on which the work is done is different from that which was estimated or expected, or on account of weather, elements, fires, or other causes; and he shall assume the defense of, and indemnify the Municipality, and save harmless the Municipality and its officers and agents, from all claims relative to labor and materials furnished for the work; to inventions, patents, and patent rights used during the work; to injuries to any person or corporation received or sustained by or from the Contractor and his employees in doing the work or in consequence of any improper materials, implements of labor, or labor used therein; and to any act, omission or neglect of the Contractor and his employees therein. The Contractor shall be responsible for any and all damage to existing structures or equipment at the site of the work and shall at his own expense repair all such damage.
22. **PAYMENTS WHEN MADE:** The Contractor will not be entitled to demand or receive payment for any portion of the work or materials unless the same shall be fully completed in the manner set forth in this Contract, and such completion shall be duly certified in writing by the Engineer to the Municipality and until each and every one of the stipulations herein before mentioned are complied with. A certificate setting forth the date of completion and acceptance shall be issued to the Contractor by the Engineer and a copy of it filed with the Clerk. The said date of completion shall determine the commencement of the maintenance period. The Municipality will pay and hereby binds itself to pay to the Contractor on or before the expiration of thirty days from the filing in the office of the Clerk of said final Ninety-eight (98%) percent of the monies accruing to the Contractor under this Contract.

The remaining two (2 %) percent of the cost of the work shall be retained for two years after the date of completion of the work as certified by the Engineer. Within ten days after the expiration of the maintenance period, the Engineer shall file with the Clerk, provided that any repairs necessitated by defects in material or workmanship, as directed by the Engineer, shall have been made, the last and final certificate and voucher, signed by the Engineer. Upon filing of said certificate and voucher, the Municipality will pay to the Contractor the whole of the sum retained or such part thereof as may remain after the expense of making repairs in the manner prescribed herein shall have been paid therefrom.

A guarantee bond in the penal sum of twenty-five (25%) percent of the amount of the final estimate will be acceptable by the Municipality instead of the retention of the two (2%) percent. This bond shall be duly executed and delivered to the Municipality with ten days after the Contractor has been notified by the Engineer that the final estimate is ready for payment. Should the Contractor fail to file and execute this bond within the time limited, then the Municipality will retain the two (2%) percent as noted above.

23. **PARTIAL PAYMENT:** In order to enable the Contractor to prosecute the work advantageously, the Engineer may from time to time, as work progresses, but not more often than once a month, make in writing an estimate, such in his opinion, shall be just and fair, of the amount of the work done by the Contractor in the performance of this

Contract on his part, and of the value thereof under and according to the terms of this Contract. No allowance will be made in these estimates for materials furnished and delivered until such materials shall have been permanently incorporated in the work. The first estimate will be of the amount of the work done since the Contractor commenced the performance of this Contract on his part, and every subsequent estimate, except the final one, will be of the amount of work done since the last preceding estimate was made. Such estimates of amount and quality will not be required to be made by strict measurement, but they shall be made by measurement or by estimation, or partly by one and partly by the other, and it shall be sufficient if they are approximate only and estimates so called. Upon each estimate being made and certified by the Engineer in writing and filed with the Clerk, the Municipality will pay the Contractor Ninety-eight (98%) percent of the amount stated in such estimate or certificate. The value of the work herein certified to have been done in each such estimate shall amount to more than one thousand dollars (\$ 1,000).

24. **DEDUCTIONS:** Any amount at any time due the Municipality from the Contractor under the Contract, or under any law or ordinance, including liquidated and other damages and amounts which the Municipality is entitled to deduct hereunder, and any expense for repairs or otherwise which the Municipality or any agent thereof is authorized to incur on behalf of the Contractor, shall be deducted, retained and paid by the Municipality out of the monies due or to become due the Contractor under this Contract, or if such monies are not sufficient, the additional money shall be furnished by the Contractor and if he refuses and neglects to provide the same they shall be provided by the sureties.
25. **ABANDONMENT:** If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet by him otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, or shall so certify in writing to the Council, that the performance of the Contract is unnecessary or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or is executing the same in bad faith, or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this Contract for its completion, the Council may notify the Contractor not to resume or to discontinue all work, or any part thereof, under this Contract, by a written notice to be served upon the Contractor as provided in this Contract. Thereupon the Contractor shall not resume or shall discontinue the work, or such part thereof, and the Municipality shall thereupon have the power to contract for the completion of this Contract in manner prescribed by law, or to place such and so many persons as they may deem advisable, by contract or otherwise, to work at and complete the work herein described, or such part thereof, and to use such materials that they may find at the work site, and to procure other materials and labor, materials and equipment of the Contractor. The expense so charged shall be deducted and paid by the Municipality out of such monies as would have been available and payable under this Contract if it has been completed by the Contractor and he shall and will pay the amount of such excess to the Municipality; but, in case such expense and liquidated damages shall be less than the amount which would be payable to the Contractor if he had completed the Contract, he shall be entitled to receive the difference, subject however, to all other terms, covenants and conditions of said Contract.

Upon making the aforesaid written notice to the Contractor to discontinue all or any part of the work, for the purposes and reasons hereinbefore specified, no equipment and materials shall be removed so long as the same may be wanted by the Municipality to complete the work. In the computation of liquidated damages for delay in completion of the work, the time taken by the Municipality or allowed to the new Contractor to whom the Contract for the completion of the work may be awarded, as well as the time taken in advertising and awarding such new contract, shall be added to the time consumed by the Contractor up to the date when the Municipality shall have taken the action provided in this clause, and from such total time shall be deducted for the time allowed in this Contract for its completion. Then the particular part of the work which the Contractor has been previously directed to discontinue is being completed by the Municipality under the terms of another Contract or otherwise, as herein provided, the Contractor agrees to prosecute and continue the remainder of the work in conformity with the terms of this Contract and in such manner as in no way to hinder or interfere with the persons or workmen employed by the Municipality, as above provided. In the event the Municipality undertakes to have the work or any part thereof performed under this clause of the Contract, its certificates as to the amount of the work performed, its cost, and of the excess cost, if any, of completing the work called for under this Contract shall be binding and conclusive upon the Contractor, his assigns and his sureties.

26. **NON-ESTOPPEL:** The Municipality shall not, nor shall any department or officer thereof be precluded or estopped, by any return or certificate made by the Engineer or other officer, agent or appointee of the Municipality under any provision of this Contract from any time (either before or after completion and acceptance of the work and payment therefore pursuant to any such return or certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this Contract, or for showing at any time that any such return or certificate is untrue or incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Specifications; and that the Municipality shall not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance herewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.
27. **TRADE NAMES AND PATENTS:** Whenever an article of any class of materials is specified by the trade name of any particular patentee, manufacturer or dealer, or by reference to the catalogue of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or materials described or other equal thereto in quality, finish and durability and equally as serviceable for the purpose for which it is or they are intended.

28. **LAWS AND ORDINANCES:** The Contractor shall keep himself fully informed of, and shall at all times observe and cause his agents and employees to observe, all laws and ordinances, Federal, State, or Municipal, affecting those engaged or employed in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract by the Contractor or any of his agents, in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same in writing to the Engineer. He shall at all times himself observe and comply with, and shall cause his agents and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees, and the Contractor shall protect and indemnify the Municipality and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.
29. **GUARDS AND WARNING SIGNS:** The Contractor shall place proper guards and warning signs for the prevention of accidents, and shall put and keep at night suitable and efficient lights where necessary to prevent accidents or injuries to the person or property of another, and if warning signs and lights are inadequate or subject to displacement or removal, a watchman shall be located to insure maintenance of the proper safeguards. He shall indemnify and save harmless the Municipality from all sorts of suits of action, and damages or costs of every name and description to which the Municipality may be subjected, or put by reason of injury to the person or property of another, resulting from the negligence or carelessness on the part of the Contractor, his servants or agents. The Contractor, under this Contract, as may be considered necessary by the Engineer, may be retained by the Municipality until all suits or claims for damages (if they arise) shall be settled or disposed of and evidence to that effect furnished to the satisfaction of the Municipality.
30. **OTHER CONSTRUCTION:** Prior to or during the progress of the work under this Contract the Engineer reserves the right to undertake or grant permits for any construction of or making repairs to any structure or appurtenances thereof on or about the site of the work, and for such purposes or any other purpose, the Engineer reserves the right of suspending work on any part of the work during construction of same, without compensation to the Contractor for such suspension other than extending the time for completing the work as it may have been, in the opinion of the Engineer, delayed by such suspension. The Contractor shall not interfere with or place any impediment in the way of the person or persons who may be engaged therein but shall carry on the work herein specified in such manner as to afford all reasonable facilities for doing such work.

31. **LABOR LAWS:** The Contractor shall comply with the provisions of all labor laws or "codes" and that no laborer, workman, or mechanic in the employ of the Contractor, or other person doing or contracting to do the whole or any part of such work, shall not be permitted or required to work more than eight hours in any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life and property; that the wages paid for a legal day's work to all classes of such laborers, workmen, or mechanics, upon all such work, or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for the day's work in the same trade or occupation in the locality within the region where such work is final or in completed form is to be situated, erected or used; and in the like event that this Contract shall be voided and of no effect unless the person or corporation making or performing the same shall comply with the provisions of all "labor laws" and "codes" relating to the work under this Contract.
32. **WORKMAN'S COMPENSATION LAWS:** This Contract shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this Contract, the employees engaged thereon, in compliance with the provisions of the Workman's Compensation Laws and Acts mandatory thereof, if the Contract shall fall within the purview of the said law.
33. **ASSIGNMENTS:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or any part thereof, or his right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the Municipality endorsed upon or attached to the copies of this Contract filed in the office of the Clerk of the Municipality; and he shall not assign, by power of attorney or otherwise, any of the monies due, or to become due and payable under this Contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract, or of his right, title, or interest therein, or any of the monies to become due under this Contract to any other company or corporation, this Contract may, at the option of the Municipality be revoked and annulled, and the Municipality will thereupon be relieved and discharged from any and all liability and obligation growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New Jersey.
34. **LIENS:** The Contractor shall pay promptly, and in cash, for all labor employed upon materials furnished and used in the work and no lien or encumbrance shall be placed upon the property under any provision of any lien law, or in favor of or upon the suit or proceedings at law by any labor or material man. If at any time before or within thirty (30) days after the whole work herein agreed to be performed, and all labor and material herein agreed to be delivered, have been performed or delivered or completed or accepted by the Municipality, any person claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Engineer and with the Clerk any such notice as is described in the lien law or any other law of the State of New Jersey, then, and in every such case, the Municipality shall retain,



anything herein contained to the contrary thereof notwithstanding, from the monies under its control and due or grow due under this agreement, so much of said monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the persons filing such notice. Together with the reasonable cost of any action brought to enforce such claims, or the lien created by the filing of such notice. The monies so retained shall be retained by the Municipality until the lien thereon created by said act and the filing of said notice shall be discharged, pursuant to the provisions of said act.

35. **AFFIRMATIVE ACTION PLAN:** The following is taken from the New Jersey Administrative Code, Chapter 17:27 Affirmative Action Rules and is made part of the Contract:

#### SUBCHAPTER 1 - INTRODUCTION AND POLICY

##### 17:27-1.1 - Policy

(a) It has long been the policy of the State of New Jersey to promote equal employment opportunity by prohibiting discrimination in employment and requiring affirmative action in the performance of Contracts funded by the State. That policy has been reinforced and expanded by an Act of the Legislature, signed into Law by the Governor, June 23, 1975. The new statute, P.L. 1975, c. 127, provides that no public work contracts can be awarded, nor any monies paid until the prospective Contractor has agreed to contract performance which complies with an approved affirmative action plan. The Law applies to each political subdivision and agency of the State and includes service and procurement contracts and construction contracts.

(b) These regulations establish the affirmative action employment standards and practices necessary for public agencies, contractors, subcontractors, and business firms to comply with the equal opportunity standards required by P.L. 1975, c. 127, and the administrative procedures of the Department of the Treasury for achieving compliance with the affirmative action employment requirements. To assure effective and expeditious implementation of the affirmative action requirements of P.L. 1975, c. 127, these regulations prescribe procedures designed to minimize administrative paper work, delays and unproductive red tape.

#### SUBCHAPTER 2 – DEFINITIONS

(This Section Was Purposely Left Blank)

SUBCHAPTER 3 - GENERAL REQUIREMENTS FOR PUBLIC  
AGENCIES AWARDDING CONTRACTS

17:27-3.1 - Awarding of Public Contracts

No public works contracts, for which bids have been solicited, and no negotiated public works contracts which are subject to the requirements of Section 3 of this Subchapter shall be awarded by the State, a County, Municipality, or other political subdivision of the State, or any Agency or Authority created by the foregoing, nor shall any monies be paid thereunder to any Contractor, Subcontractor, or Business Firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action plan approved under the terms established in these regulations.

(c) The public agency also shall provide a statement containing the same mandatory language as provided by this section for procurement or service contracts or for construction contracts to any contractor negotiating for a contract, even if the contract qualifies for a waiver or exemption from bidding requirements, if said contract involves a dollar amount equal to or greater than the appropriate threshold dollar amount, which generally requires the public agency generally to solicit bid.

17:27-3.4 - Mandatory Contract Language and Additional  
Mandatory Bid Specification Language

(a) Public agencies shall include in all public works contracts, and in all bid specifications and in statements to certain contractors negotiating contracts, as prescribed in N.J.A.C. 17:27-3.3 the following language.

1. During the performance of this Contract, the Contractor agrees as follows:

i. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without such regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

ii. 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, or sex.

iii. 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 worker's 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.

iv. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time.

(b) The Public Agency shall also include in each procurement and service contract the language required by N.J.A.C. 17:27-5.3, unless the exemption provided in N.J.A.C. 17:27-5.1 is applicable, and in each construction contract the language required by N.J.A.C. 17:27-7.4, unless the exemption provided under N.J.A.C. 17:27-7.1 is applicable.

(c) A public works contract for a Subcontractor with a total work force of four or fewer employees or for a Contractor or Subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language required by P.L. 1975, c. 127, all of the language of (a) above, except for the language contained in (a) 1. iv. above, and said contract shall not contain any other mandatory language prescribed by these rules.

#### 17:27-3.5 - Designation of Public Agency Compliance Officers

Each Public Agency shall annually designate an Officer or Employee, who may be an existing Officer or Employee, to serve as its Public Agency Compliance and shall notify the Department of the Treasury, State Affirmative Action Office, of the designation by January 10. The Officer shall perform the duties prescribed in these rules, shall be responsible for ensuring the Agencies' compliance with these rules and may perform any other liaison and assistance functions as may be requested by the Affirmative Action Office.

### SUBCHAPTER 4 - AFFIRMATIVE ACTION PLAN FOR PROCUREMENT AND SERVICE CONTRACTORS AND SUBCONTRACTORS

#### 17:27-4.1 - Procurement Service Contracts Subject to Affirmative Action Requirements

All procurement and service contractors, bidding for public agency public works contracts, and all contractors entering into negotiated public works contracts subject to the requirements of N.J.A.C. 17:27-3.3 shall satisfy the affirmative action plan requirements of these regulations.

#### 17:27-4.2 - Elements of an Affirmative Action Plan for Procurement and Service Contractors and Subcontractors

- (a) An Affirmative Action Plan for procurement and service contractors and subcontractors shall consist of the following elements:
  - 1. Generally:

- i. Provisions in the procurement or service contract, containing the language required by N.J.A.C. 17:27-3.4(a) and 17:27-5.3; and
  - ii. An initial Employee Information Report, submitted accordance with N.J.A.C. 17:27-1.3 or a certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4.5; or
2. Any existing Federally approved or sanctioned affirmative action program.  
17:27-4.3 - Procedure for Establishing an Approved

#### Affirmative Action Plan by Contract

(a) Upon designating a procurement or service contractor as the lowest responsible bidder, the public agency shall submit to the contractor for signing a contract which contains the contract language required by N.J.A.C. 17:27-3.4(a) and 17:27-5.3. As a precondition to entering into a valid binding contract, said contractor shall submit to the public agency either appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or a certificate of Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the contractor in accordance with this subchapter; provided, however, that if the contractor submits appropriate evidence of an existing Federally approved or sanctioned affirmative action program, the contract shall not include the mandatory language required by N.J.A.C. 17:27-3.4(a) 1. iv. and by N.J.A.C.17:27-5.3; and further provided that a contractor shall not be eligible to submit an initial Employee Information Report unless the contractor, in an additional provision to the public works contract, is able to certify and agrees as follows: "The contractor, or subcontractor, where appropriate, certifies that he or she has never before applied for a certificate of Employee Information Report in accordance with rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and agrees to submit immediately to the Affirmative Action Office a copy of the initial Employee Information Report."

(b) If a procurement or service contractor refuses to sign said contract when it is submitted for signing by the public agency or if the contractor has failed to satisfy the precondition for entering into a contract as established by Subsection (a) of this section, prior to the time the contract is submitted for signing by the public agency or within seven (7) days after receipt of notification of intent to award the contract or receipt of the contract, whichever is sooner, then the public agency shall reject the contractor's bid as non-responsive, and these requirements shall apply to any other contractor which the public agency selects in accordance with applicable contracting laws and procedures.  
17:27-4.4 - Affirmative Action Plan Requirement for Procurement of Service Contractors

A procurement or service contractor, operating under a public works contract, pursuant to the provisions of this chapter shall not enter into a subcontract with a procurement or service contractor, unless the subcontractor has submitted to said contractor one of the three documents which is also required from contractors in accordance with all provisions of N.J.A.C. 17:27-4.3; provided, however, that any subcontractor located outside of the State of New Jersey and subcontractors with four or fewer employees shall be exempt from the requirements of N.J.A.C. 17:27-4.

17:27-4.5 - Procedures for the Issuance and Renewal of  
a Certificate of Employee Information Report

(a) A contractor that has submitted an initial Employee Information Report to a public agency pursuant to N.J.A.C. 17:27-4.4 shall immediately provide a copy of said report to the Affirmative Action Office.

(b) The Affirmative Action Office shall approve or reject an initial Employee Information Report with 40 days of its submission, provided, however, that such a rejection, if it is independent of a noncompliance determination pursuant to N.J.A.C. 17:27-10, shall in no way affect the validity of a contract for which said initial Employee Information Report was presented to satisfy the precondition required by N.J.A.C. 17:27-4.3. Failure of the Affirmative Action Office to so act within 40 days shall constitute approval of the Employee Information Report. If an initial Employee Information Report submitted by a contractor is rejected, a contractor or subcontractor may submit a corrected initial Employee Information Report to the Affirmative Action Office. Upon approval of an initial Employee Information Report submitted by a procurement or service contractor or subcontractor who, prior to its submission, had never received a Certificate of Employee Information Report, the Affirmative Action Office shall issue to said contractor or subcontractor an initial Certificate of Employee Information Report, which shall be valid for one (1) year from the date it is issued by the Affirmative Action Office.

(c) Additional procedures are as follows:

1. As early as 90 days prior to the expiration of a Certificate of Employee Information Report, a procurement or service contractor may submit an application for renewal of the Certificate of Employee Information Report to the Affirmative Action Office. Said renewal application, in the form specified by the Affirmative Action Office, shall be made available to procurement and service contractors by the Affirmative Action Office.

2. In accordance with the form specified by the Affirmative Action Office, the procurement or service contractor shall submit along with his or her application for renewal an updated employee information report which shall contain current employee data, the employee data contained in the prior Employee Information Report approved by the Affirmative Action Office, the employment goals under which the contractor or subcontractor has been operating during the period covered by the Certificate of Employee Information Report approval for which renewal is requested, any additional information requested by the Affirmative Action Office; if necessary, an explanation of why the hiring and other personnel procedures employed by the contractor have failed to achieve the employment goals established pursuant to N.J.A.C. 17:27-5.2, and an explanation of changes in hiring and personnel practices, if any which the contractor plans to implement expeditiously to increase minority employment opportunities in pursuit of the applicable employment goals. Notwithstanding the content and scope of said procedures which the contractor states in an Employee Information Report that he will implement in pursuit of the applicable employment goals, said contractor is obligated to implement and comply with any hiring procedures and personnel practices required by this chapter including, but not limited to, procedures required by the Affirmative Action Office pursuant to this chapter.

3. The Affirmative Action Office shall approve or reject an application for renewal of a Certificate of Employee Information Report within 60 days of its submission, and the failure of the Affirmative Action Office to act within 60 days shall constitute approval of the renewal application. If a renewal application submitted by a contractor is rejected, the Affirmative Action Office shall state in writing the reasons for the rejection and all the contractor or subcontractor who submitted the rejected application to respond in writing, or if the Affirmative Action Office agrees, to meet with an Official of the Affirmative Action Office. Said contractor or subcontractor also may resubmit a renewal application accompanied by a revised, current Employee Information Report pursuant to the same procedures and conditions applicable to the original submission, provided, however, that any such resubmission shall serve to terminate any reconsideration by the Affirmative Action Office of a rejection of a renewal application, which reconsideration has been commenced by the Affirmative Action Office on the basis of a contractor's or subcontractor's response to its rejection of a renewal application. Upon approval of a renewal application, the Affirmative Action Office shall issue to the contractor a Certificate of Employee Information Report which shall be valid for two years from the date it is issued by the Affirmative Action Office. Any rejection of a renewal application, if it is independent of a non-compliance determination pursuant to N.J.A.C. 17:27-27-10, shall in no way affect the validity of an existing contract which has already been signed in accordance with N.J.A.C. 17:27-4.3.

(d) Where necessary to manage an exceptionally difficult administrative schedule, the Affirmative Action Office may issue a temporary Certificate of Employee Information Report, valid for a time period less than the authorized time period, but at the time the temporary certificate expires, the Affirmative Action Office shall either issue a Certificate of Employee Information Report which is valid for the appropriate time period as authorized by (b) and (c) above, or reject said application, provided, however, that any rejection of a renewal application, if it is independent of a non-compliance determination pursuant to N.J.A.C. 17:27-27-10, shall in no way affect the validity of an existing contract which has already been signed in accordance with N.J.A.C. 17:27-4.3.

17:27-5.3 - Mandatory Contract Language for  
Employment Goal Compliance

(a) Public agencies shall include in all contracts the following language:

1. The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant P.L. 1975, c. 127, as amended and supplemented from time to time.

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

3. 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 the 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.

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

**36** **SERVICE OF NOTICE:** The residence or place of business of the Contractor given in the bid upon which this Contract is found, is hereby designated as the place where all notices, including letters and other communications shall be served, mailed, or delivered. Any notice addressed to the Contractor at such place, and either delivered or deposited in a post-paid wrapper in any post office box regularly maintained by the United States, shall be deemed sufficient service thereof upon the Contractor. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Nothing herein contained shall preclude or render inoperative service of any notice upon the Contractor by delivering it to him personally, (or in case of a partnership to one of the partners or to his agent in charge of any part of the work or to any employee found on the work.) In addition, where the Contractor is a corporation, such notice may be delivered to any of its officers and directors.

- 37 **SURETIES UNDER CONTRACT:** Should the Municipality at any time deem the sureties under the Contract to be unsatisfactory, an they so notify the Contractor, the Contractor shall forthwith submit in substitution new sureties acceptable to the Municipality, no further payment shall be deemed due or shall be made until the sureties shall qualify and be accepted by the Municipality.



IN WITNESS WHEREOF, the City Council of the City of Orange Township authorizes its corporate seal to be hereto affixed and for this contract to be signed by the Mayor and Clerk by virtue of a resolution adopted \_\_\_\_\_, and the said Party of the Second Part, has caused its corporate seal to be affixed hereto, and these presence signed by its President and attested by its Secretary.

CITY OF ORANGE TOWNSHIP

Dated: \_\_\_\_\_

Attested: \_\_\_\_\_

By: \_\_\_\_\_  
Joyce L. Lanier  
City Clerk

By: \_\_\_\_\_  
Dwayne D. Warren, Esq.  
Mayor

PARTY OF THE SECOND PART: IBN Construction Corp.  
49 Hermon Street  
Newark, New Jersey 07105

Dated: \_\_\_\_\_

Attested: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

As to Form and Sufficiency:

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



## NOTICE TO BIDDERS

Notice is hereby given that on Wednesday, November 30, 2022 at 10:30 am (Prevailing time), sealed bids will be opened and read in public by the City of Orange Township, City Hall, 4th Floor Council Chambers, 29 North Day Street, Orange, New Jersey 07050 for:

**Demolition of Chestnut Street Pump Station Structure**

Bidders may inspect and obtain specifications electronically by contacting the Department of Public Works 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.

Bidders are required to comply with the requirements of NJSA 10:5-31 et. Seq. and Affirmative Action requirements of P.L. 1975, C. 127 (NJAC 17:27 et seq). All bids must be submitted in a sealed envelope clearly marked on the outside.

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 bid proposals.

There will be a Non-Mandatory Pre-Bid Conference on Wednesday, November 9, 2022 at 10:00 am at the Chestnut Street Pump Station located at 632 Beach Street, Orange, New Jersey. At that time representatives of the Construction Manager and the Owner will be present to explain what work will be done, construction sequences necessary to complete the project and what standard of quality will be

expected. Each bidder is strongly encouraged to attend this conference.

Effective January, 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Bids will be received at the hour named, no bids will be received after the time and date specified, and no bids will be received by mail. Bids shall be received by courier service (date and time recorded) or shall be hand delivered.

Each bid must be accompanied by the Consent of Surety Form and a guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond payable to the City of Orange Township.

The City Council of the City of Orange Township reserves the right to reject any or all bids, waive any informalities or irregularities in bids received which in their opinion will be in the best interest of the City of Orange Township, or for reasons required by law.

Dwayne D. Warren, Esq.  
Mayor  
Marty Mayes, CRP, SRMP,  
CPWM

**Director of Public Works &  
Engineering  
(973) 885-1921  
11/2/22 \$153.27**



**TO BE COMPLETED AND RETURNED WITH BID  
City of Orange Township  
BID PROPOSAL FORM**

BASE BID A					
Item No.	Description	Approx. Qty	Unit	Unit Price (In Dollars & Cents)	Extended Price (In Dollars & Cents)
1.	Complete Demolition and removal of all debris and structure	1	LS	\$338,369	\$338,369

Total Base Bid A Contract Amount:

\$338,369.00

(Amount in Numbers)

Three Hundred Thirty Eight Thousand Three Hundred and Sixty Nine Dollars  
(Amount in Words) 02/10

BASE BID B					
Item No.	Description	Approx. Qty	Unit	Unit Price (In Dollars & Cents)	Extended Price (In Dollars & Cents)
1.	Complete Demolition with salvage credit	1	LS	\$323,369	\$323,369

Total Base Bid B Contract Amount:

\$323,369.00

(Amount in Numbers)

Three Hundred Twenty Three Thousand Three Hundred and Sixty Nine Dollars  
(Amount in Words) 02/10

In the event of a discrepancy between the unit price for any pay item and the extended price shown for that item, the unit price is to govern. Where a unit price is bid for an item, but not extended price is provided, the extended price must be established by multiplying the unit price and the estimated quantity. Where the extended price is provided and the unit price is not provided, the unit price must be established by dividing the extended price by the estimated quantity. Where no figure is provided for the unit price and extended price, the amount bid will be considered to be zero (\$0.00).

Any or all bids for this project may be rejected if they are non-conforming, non-responsive or conditional. A bid must be rejected for failure to comply with material requirements of the contract documents.

(Corporation)

The undersigned is a (Partnership) under the laws of the State of New Jersey having its

(Individual)

principal office at 49 HERMON ST Newark, NJ 07105

Company Name: IBN Construction Address, City, State, Zip 49 HERMON ST. NEWARK, NJ 07105

Signature of Authorized Agent: [Signature] Type or Print Name: Nelson Espinoza

Telephone #: 973-344-4568 Fax #: 973-522-1421

Federal Tax ID# or Soc. Sec.# 83-0346547 Email: IBNCONST@hotmail.com

# **REQUIRED FORMS**

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**(TO BE COMPLETED AND RETURNED WITH BID)**

**CITY OF ORANGE TOWNSHIP**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
<u>#1</u>	<u>11-8-22</u>
<u>#2</u>	<u>11-29-22</u>
<u>#3</u>	<u>11-29-22</u>
<u>#4</u>	<u>12-13-22</u>

Acknowledged for: IBN CONSTRUCTION Corp  
(Name of Bidder)

By: Nelson Espinoza  
(Signature of Authorized Representative)

Name: Nelson Espinoza

Title: PRESIDENT

# STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS IBN CONSULTANTS CORP.

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

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below

Stockholders:

Name: Nelson Espinoza 100%

Home Address: 49 HERMON ST  
NEWARK, NJ 07105

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

Home Address: \_\_\_\_\_

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

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

Home Address: \_\_\_\_\_

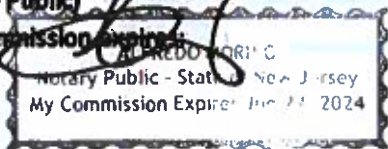
Home Address: \_\_\_\_\_

Subscribed and sworn before me this 13 day of

DECEMBER, 2022

(Notary Public)

My Commission Expires:



Nelson Espinoza

(Affiant)

Nelson Espinoza

(Print Name & Title of Affiant)

(Corporate Seal)

**CITY OF ORANGE TOWNSHIP**

(TO BE COMPLETED AND RETURNED WITH BID)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of ESSEX

SS:

I, NELSON ESPINOZA, residing in 49 HERMAN ST Newark  
(Name of Affiant) (Name of Municipality)

In the County of ESSEX and State of NEW JERSEY of full  
Age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of IBN CONSTRUCTION CORP

DEMOLITION OF OLDEN ST. RAMP STAIRS the bidder making this Proposal for the bid proposal entitled  
(Title of bid proposal) that I executed the said proposal with full authority to do

So that said bidder has not, directly or indirectly entered into any agreement, participated in any  
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above name project; and that all statements contained in said proposal and in this affidavit are true and  
correct, and made with full knowledge that the CITY OF ORANGE TWP. relies upon the  
(Name of Contracting Unit)

truth of the statements contained in said proposal and in the statements contained in this affidavit in  
awarding the contract for the said project.

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

Subscribed and sworn to  
Before me this 13<sup>th</sup>  
DECEMBER 2022

Nelson Espinoza  
NELSON ESPINOZA  
Type or print name of affiant under signature



Notary Public of New Jersey  
My Commission expires 2024  
ALFREDO MORINO  
Notary Public - State of New Jersey  
My Commission Expires Jun 27, 2024

**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: IBM Construction Corp Signature: [Signature]  
Title: PASSIVENT

**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: IBM Construction Corp

Date: 12/13/22

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## **PART 1: CERTIFICATION**

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

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury'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 above 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 above, or I am an officer or representative of the entity listed above 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: IBN Construction Corp

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

Description of Activities: None.

\_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: N/A. 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 Township of Cherry Hill 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 Township of Cherry Hill to notify the Township of Cherry Hill 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 agreement(s) with the Township of Cherry Hill and that the Township of Cherry Hill at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Nelson Espinoza  
Signature: *Nelson Espinoza*  
Title: PRESIDENT Date: 12/13/22  
Bidder/Vendor: IBN Construction Corp

**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:

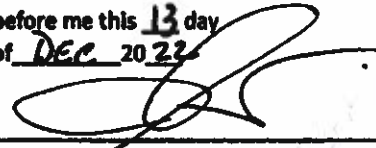
“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act “P.L. 1963, c.150 (C.34:11-56.25 et seq.) and includes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

1. All named contractors in 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 e 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 ward, 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.

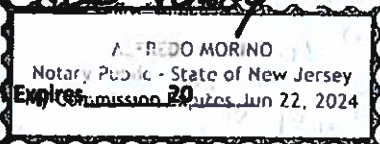
Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch.238.

Name	No Registered	Registration Number
Bidder: <u>IBN Construction Corp</u>	_____	<u>660948</u>
(Subcontractor): <u>All-Prength</u>	_____	<u>695369</u>
(Subcontractor): _____	_____	_____
(Subcontractor): _____	_____	_____


Subscribed and sworn before me this 13 day of DEC 20 22



Notary Public of New Jersey



My Commission Expires 20

  
 Signature Nelson Espinoza  
 Name and Title (Type or Print) President

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY

SS

COUNTY OF ESSIX

I, Nelson Espinoza of the City/Town/Township/Borough, etc. Newark  
in the County of Essix and the State of New Jersey full age, being  
duly sworn according to law on my oath depose and say that:

I am PRESIDENT 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 City of Newark, NJ 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.

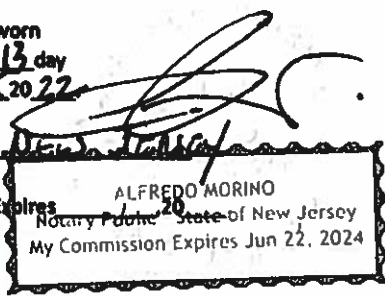
Nelson Espinoza

49 HENRIOT ST. Newark, NJ 07105  
(Insert Name, Telephone No, Fax No & Address of Contractor)  
973-344-4568. 973-522-1421

Subscribed and sworn  
before me this 13 day  
of December 2022

Notary Public of Newark, NJ

My Commission Expires



**BID DOCUMENT  
SUBMISSION CHECKLIST  
CITY OF ORANGE TOWNSHIP**

**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	A bid guarantee as required by N.J.S.A. 40A:11-21	N.E.
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	N.E.
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	N.E.
	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	N.E.
X	Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	N.E.
X	Business Certificate Registration all contractors seeking the reward 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 in all "bid proposals".	N.E.
X	Business Entity Disclosure Certification "Pay-To-Play Law, pursuant to P.L. 2004, c.19 as amended by P.L. 2005, c.51	N.E.
X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c.25	N.E.

**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)

Required with Submission of Bid (Owner's checkmarks)

Initial Each Item Submitted with Bid (Bidder's Initials)

X	Submission of a Non-Collusion Affidavit (this form must be notarized)	N.E.
	Section II Technical Specification With Bidder's compliance Acknowledged and checked	
X	Affirmative Action Affidavit	N.E.
X	Hold Harmless Agreement	N.E.
X	Affirmative Action Questionnaire	N.E.
X	Completed and signed proposal pages	N.E.

X	Prevailing Wage Affidavit	N.E.
X	Statement of Bidder's Qualifications, Experience and Financial Ability	N.E.
X	Affidavit of Experience and References	N.E.
X	Affidavit of Bidder that he/she is Not on the State of New Jersey's List of Disbarred, Suspended or Disqualified Vendors	N.E.
X	List of five (5) completed projects in last three years	N.E.
X	Company's Asbestos and/or Lead Abatement Certification	N.E.

**C. SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above listed requirements**

Name of Bidder: IBH Construction Corp By Authorized Representative: Nelson Espinosa  
 Signature: Nelson Espinosa Print Name and Title: Nelson Espinosa Pres.  
 Date: 12/13/20

**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

\_\_\_\_\_ (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        |  |
| Kerry J. Coley          |  |
| Clifford Ross           |  |
| Weldon M. Montague, III |  |
| Tency A. Essen          |  |
| Quantavia L. Hilbert    |  |
| Adrienne Weston         |  |
| 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                  |
|------------------------------|-------------------------------|
| Nelson Espinoza - 100%       | 49 HEALON ST NEWARK, NJ 07105 |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |

**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: I BN CONSTRUCTION CORP.  
Signed: [Signature] Title: PRESIDENT  
Print Name: NELSON ESPINOZA. Date: 12/13/22.

Subscribed and sworn before me the 13 day of December  
[Signature]  
Notary Public - State of New Jersey  
My Commission Expires June 22, 2024

[Signature]  
(Affiant)  
Nelson Espinoza President  
(Print name & title of affiant) (Corporate Seal)

(TO BE COMPLETED AND RETURNED WITH BID)

HOLD HARMLESS AGREEMENT

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

And  
IBN CONSTRUCTION Corp  
(Contractor)  
49 HENNON ST NEWARK, NJ 07105  
Address (not a post office box)  
(973) 344-4568 (973) 522-1421  
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 \$500,000.00.

Signed this 13 day of DECEMBER 2022

IBN CONSTRUCTION Corp  
Name of Bidder  
[Signature] President  
Authorized signature and title  
Nelson Espinoza President  
Print - Authorized signature and title

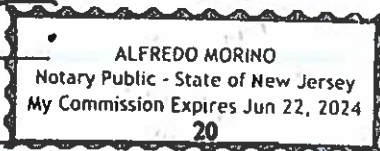
Subscribed and sworn to

Before me this 13 day of

DECEMBER 2022

[Signature]  
Signature of Notary

My Commission expires



**Prevailing Wage Compliance Affidavit**

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Workforce Development and Industry entitled "Prevailing Wage Rate Determination," is on file in the Engineer's office included herein, and may be obtained directly from the New Jersey Department of Labor and Work Force Development and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (Individual) (partnership) (corporation) under the Laws of the State of having principal offices at:

49 HENNON ST NEWARK, NJ 07105.

Bidder: IBN CONSTRUCTION CORP.

Signature: Nelson Espinoza

Name: NELSON ESPINOZA

Title: PRESIDENT

Date: 12/13/22



Statement of Bidder's Qualifications, Experience & Financial Ability

Owner: City of Orange Township

Work Title: Demolition of Chestnut Street Pump Station

Bidder's Legal Name: IBN CONSTRUCTION Corp

The bidder is requested to state below what work of a similar character to that included in the proposed contract they have done, and give references that will enable the Owner to judge of their experience, skill and business standing:

Experience not relative to the work of this proposed contract may not be given consideration by the Owner.

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the contracts.

- HAINES Building - 609 Broad St Newark \$6,580,000.00 (347) 738-0363 Mike Haneler
  - WEST ORANGE RES. 177 Main St W Orange. Steven Towell (973) 562-8889 \$3,437,000.00
  - 155 WASHINGTON ST. Newark \$1,850,000.00 Mike Haneler (347) 738-0363
  - LESLIE LANE Village Newark 4-70 Littleton NJ \$3451.24 (347) 738-0363 Mike Haneler
  - 12 BOONS LAKE Woodbridge Mike Olsen (908) 610-8239 \$850,000.00
- 
- 
- 
- 
- 

(Add supplementary page if necessary)

**Information Showing Qualifications for Work**

**The Bidder shall here furnish the following summary information relative to their ability and financial resources available for the fulfillment of the contract, if such is awarded to them:**

How many consecutive years has he/she/they been engaged in the contracting business under the present financial name? (5 year recommended) 19 YEARS

When Organized? JAN 09, 2003

Where Incorporated? NEW JERSEY

Credit available for this contract \$3 million

Contracts in Hand - Number 5 Gross Amount \$20 million

List Permanent Field Personnel CARY PALMER

List Construction Equipment Owned 2 excavators Caterpillar 322CL

1 Generator DeWalt 400 - 1 bulldozer Caterpillar D5 1 crawler loader 2007.  
2 roll offs - 100 yd. container - backhoe -

List of Emergency Equipment Owned Winter Tires -

Has he/she/they ever refused to sign a contract at the original bid? NO

Has he/she/they ever defaulted on a contract? NO

Has he/she/they ever been adjudged a bankrupt or been subject to a receivership or an order of reorganization? If so, give details and particulars NO

Is the business at this time subject to any court order relating to bankruptcy, receivership, liquidation or reorganization? NO

**Experience & Reference Affidavit**

The bidder shall attest by signing below that he/she/they has submitted the References and Experience for this proposed project.

12/13/22  
Date

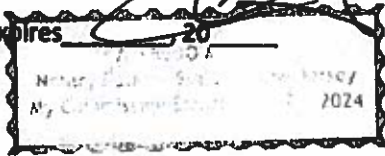
Nelson Espinoza  
Signature

PRESIDENT  
Title

Nelson Espinoza  
Print Name

Subscribed and sworn  
Before me this 13 day  
of December 2022

My Commission Expires



**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY

SS

COUNTY OF ESSEX

I, Nelson Espinoza of the City/Town/Township/Borough, etc. Newark  
in the County of ESSEX and the State of NEW JERSEY full age, being  
duly sworn according to law on my oath depose and say that:

I am PRESIDENT 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 CITY OF DENVER <sup>TRUST</sup> 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.

Nelson Espinoza

Nelson Espinoza 49 Fernow St Newark  
(Insert Name, Telephone No, Fax No & Address of Contractor) NJ 07105  
973-344-4568 973-522-1421

Subscribed and sworn  
before me this 13 day  
of December 2022

[Signature]

Notary Public of

My Commission Expires ALFREDO MORINO  
Notary Public - State of New Jersey  
Commission Expires 07/2024

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned IBN Construction Corp. 49 Hermon Street Newark, NJ 07105, as **PRINCIPAL**, and Old Republic Insurance Company 445 S. Moorland Road Suite 200 Brookfield, WI 53005, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to do business in the State of New Jersey, as **SURETY** are hereby held and firmly bound unto City of Orange Township 29 North Day Street Orange, NJ 07050 hereinafter called the "OWNER," in the penal sum of

**10% of total amount bid not to exceed \$20,000.**

for the payment of which, well and truly to be made, we hereby jointly, and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 30th day of November, 2022

The condition of the above obligation is such that whereas the **PRINCIPAL** has submitted to the City of Orange Township

a certain bid, attached hereto, and hereby made a part hereof, to enter into a Contract in writing for Demolition of Chestnut Street Pump Station Structure

**NOW, THEREFORE,**

- (a) If said bid shall be rejected, or, in the alternate
- (b) If said bid shall be accepted and the **PRINCIPAL** shall execute and deliver a Contract in the Form of Contract required by Specifications (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid,

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

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

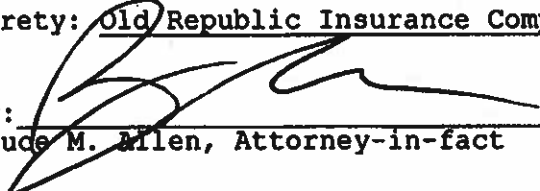
IN WITNESS WHEREOF, the **PRINCIPAL** and the **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: IBN Construction Corp.

By: 

Witness: 

Surety: Old Republic Insurance Company

By:   
Bruce M. Allen, Attorney-in-fact

Witness:   
Witness to Surety, Sandra L. Gilchrist

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**  
Pursuant to N.J. S.A. 2A:44-143

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

OLD REPUBLIC INSURANCE COMPANY, surety on the attached bond, hereby certifies(y) the following:

- 1) The surety meets the applicable capital and surplus requirements of R. S. 17:17-6 or R. S. 17:17-7 as of surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2021 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by KPMG, L.L.P., 303 E. Wacker Drive, Chicago, IL 60601, and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

|                                |                |                |
|--------------------------------|----------------|----------------|
| <u>SURETY COMPANY</u>          | <u>CAPITAL</u> | <u>SURPLUS</u> |
| OLD REPUBLIC INSURANCE COMPANY | 3,800,004      | 1,426,389,263  |

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U. S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U. S. C. Section 9305, the underwriting limitation established there on July 1, 2022 (most recent calendar year available) is as follows:

|                                |                    |
|--------------------------------|--------------------|
| <u>SURETY COMPANY</u>          | <u>LIMITATIONS</u> |
| OLD REPUBLIC INSURANCE COMPANY | 142,639,000        |

- 4) The amount of the bond to which the statement and certification is attached is \$ 10% of total amount bid not to exceed \$20,000.00
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above,
- 6) then for each such contract of reinsurance:
  - a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:


|                  |                |               |
|------------------|----------------|---------------|
| <u>REINSURER</u> | <u>ADDRESS</u> | <u>AMOUNT</u> |
|------------------|----------------|---------------|

And,

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

**CERTIFICATE**

I, Bruce M. Allen as Attorney-in-Fact for Old Republic Insurance Company, a corporation, domiciled in Pennsylvania, do hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

  
 \_\_\_\_\_  
 (Signature of certifying agent/officer)  
Bruce M. Allen  
 \_\_\_\_\_  
 (Print name of certifying agent/officer)  
Attorney-in-Fact  
 \_\_\_\_\_  
 (Title of certifying agent/officer)

Date: November 30, 2022

**OLD REPUBLIC INSURANCE COMPANY  
OF MT. PLEASANT, PENNSYLVANIA**

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2021

**ADMITTED ASSETS**

|                                                                                                     |                               |
|-----------------------------------------------------------------------------------------------------|-------------------------------|
| Bonds                                                                                               | \$1,009,913,122               |
| Common stocks                                                                                       | 917,083,022                   |
| Cash, cash equivalents and short-term investments                                                   | 123,182,922                   |
| Bonds, short-term investments and cash held under retrospective rating agreements                   | 52,773,583                    |
| Premiums and considerations - uncollected premiums and agents' balances in the course of collection | 488,488,584                   |
| Deferred premiums, agents' balances and installments booked but deferred and not yet due            | 6,948,700                     |
| Accrued retrospective premiums                                                                      | 334,884                       |
| Funds held by or deposited with reinsured companies                                                 | 638,978                       |
| Other amounts receivable under reinsurance contracts                                                | 260,186                       |
| Amounts recoverable from reinsurers                                                                 | 102,249,387                   |
| Electronic data processing equipment and software                                                   | 167,491                       |
| Investment income due and accrued                                                                   | 18,410,417                    |
| Receivables from parent, subsidiaries and affiliates                                                | 16,181,216                    |
| Other assets                                                                                        | 7,002,348                     |
| <b>TOTAL ADMITTED ASSETS</b>                                                                        | <b><u>\$3,847,710,874</u></b> |

**LIABILITIES AND SURPLUS**

|                                                                       |                               |
|-----------------------------------------------------------------------|-------------------------------|
| Losses                                                                | \$973,380,988                 |
| Reinsurance payable on paid losses and loss adjustment expenses       | 11,998,678                    |
| Loss adjustment expenses                                              | 188,440,779                   |
| Commissions payable, contingent commissions and other similar charges | 6,744,882                     |
| Other expenses (excluding taxes, licenses and fees)                   | 20,761,617                    |
| Taxes, licenses and fees (excluding federal income taxes)             | 61,481,611                    |
| Current federal income taxes                                          | 4,223,948                     |
| Net deferred tax liability                                            | 33,077,614                    |
| Unearned premiums                                                     | 338,067,230                   |
| Dividends declared and unpaid - policyholders                         | 682,194                       |
| Advance premium                                                       | 130,661                       |
| Ceded reinsurance premiums payable (net of ceding commissions)        | 381,888,888                   |
| Funds held by company under reinsurance treaties                      | 90,541,837                    |
| Amounts withheld or retained by company for account of others         | 67,048,889                    |
| Remittances and items not allocated                                   | 48,413,088                    |
| Provision for reinsurance                                             | 10,284,619                    |
| Payable to parent, subsidiaries and affiliates                        | 6,389,581                     |
| Other liabilities                                                     | 11,834,981                    |
| <b>TOTAL LIABILITIES</b>                                              | <b><u>\$2,221,321,611</u></b> |
| Common capital stock                                                  | 3,800,004                     |
| Surplus notes                                                         | 188,000,000                   |
| Gross paid in and contributed surplus                                 | 103,869,422                   |
| Unassigned funds (surplus)                                            | 1,183,719,837                 |
| <b>SURPLUS AS REGARDS POLICYHOLDERS</b>                               | <b><u>\$1,481,389,263</u></b> |
| <b>TOTAL LIABILITIES AND SURPLUS</b>                                  | <b><u>\$3,847,710,874</u></b> |

Securities carried at \$381,828,939 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2021, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2021, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic  
Alan P. Pavlic, Vice President

Karen J. Haffner  
Karen J. Haffner, Vice President

Sworn to and subscribed before me this 16th day of March, 2022.

Rebecca L. Vogt  
Notary Public, State of Wisconsin  
My Commission expires: July 31, 2023





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

**BRUCE M. ALLEN, GREGORY M. ALLEN, KENNETH C. TURNER of WEST CHESTER, PA**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of September, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 30th day of November, 2022

66-0033

*Karen J. Haffner*  
Assistant Secretary

ORSC 11008 (5-93)

KOG INTERNATIONAL INC



TO BE COMPLETED AND RETURNED WITH BID

## CONSENT OF SURETY

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: City of Orange Township  
(Owner)


RE: IBN Construction Corp  
(Contractor)

Demolition of Chestnut St Pump Station structure  
(Project Description)

This is to certify that the Old Republic Insurance Company is licensed to  
(Surety Company)

Conduct business in the state of New Jersey and will provide to IBN Construction Corp.  
(Contractor)

a performance bond in the full amount of awarded contract in the event that said contractor is  
awarded a contract for the above project. Old Republic Insurance Company

  
Authorized Agent of Surety Company  
Bruce M. Allen, Attorney-in-fact

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID**



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** I B N CONSTRUCTION CORPORATION  
**Trade Name:**  
**Address:** 49 HERMON ST.  
NEWARK, NJ 07105-1040  
**Certificate Number:** 0961545  
**Effective Date:** January 13, 2003  
**Date of Issuance:** March 21, 2022

**For Office Use Only:**  
202203211-441-49489

# Request for Taxpayer Identification Number and Certification

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

Print or type on page 2.  
See Specific Instructions on page 2.

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

**IBN Construction Corp.**

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- Individual sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, Partnership) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (check only if you are exempt from FATCA reporting; see instructions on page 2)

Exempt payer code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applicable to accounts maintained primarily for U.S.)

5 Address number, street, and apt. or suite no.

**49 Harmon Street**

6 City, state, and ZIP code

**Newark, NJ 07105**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |
|                                |   |   | - |   |   |   | - |   |
| OR                             |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 8                              | 3 | - | 0 | 3 | 4 | 6 | 6 | 4 |

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

*Robert Egan*

Date ▶ 06/14/17

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb](http://www.irs.gov/irb).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends), including those from stocks or mutual funds
- Form 1099-MISC (various types of income, prizes, awards, or grant proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by broker)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
  - Form 1088-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payer. If applicable, you are also certifying that as a U.S. person, your ultimate source of any payments received from a U.S. bank or business is not subject to the withholding tax on foreign persons' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct. See *What is FATCA reporting?* on page 3 for further information.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification: 44052

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-NOV-2016 to 15-NOV-2023

IBM CONSTRUCTION CORP.  
49 HERMON STREET  
NEWARK

NJ 07105



*Ford M. Scrubbin*  
FORD M. SCRUBBIN  
State Treasurer

Certificate Number  
660948

Registration Date: 12/31/2020  
Expiration Date: 12/30/2022



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
Nelson Espinoza, President



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

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

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

THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors

HAS REGISTERED

IBN CONSTRUCTION CORP  
Nelson Espinosa  
49 Harmon Street  
Newark NJ 07105

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

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors  
HAS REGISTERED  
IBN CONSTRUCTION CORP  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE  
02/02/2022 TO 03/31/2023  
VALID  
SIGNATURE  
K.T. Dwyer

13VH02232400  
License/Registration/Certificate #

ACTING DIRECTOR  
K.T. Dwyer

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

02/02/2022 TO 03/31/2023  
VALID

13VH02232400  
LICENSE/REGISTRATION/CERTIFICATION #

*Nelson Espinosa*  
Signature of Licensee/Registrant/Certificate Holder

*K.T. Dwyer*  
ACTING DIRECTOR

PLEASE DETACH HERE

IBN CONSTRUCTION CORP EXPIRATION DATE 2023  
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 02232400 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Home Improvement Contractors  
P.O. Box 45016  
Newark, NJ 07101

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

HOME   
BUSINESS

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

HOME   
BUSINESS

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be  
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Taxpayer Identification# 277-000000000

2022/12

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 Division of Revenue and Taxation, as well as with the Department of Labor of the business in subject to correspondence with the Division of Revenue. Your tax return and payments will be filed under this number, and you will be able to obtain information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public Accounts to provide proof of their registration with the Division of Revenue. The law also amended Section 21 of the Child Care Act, which deals with the child care industry.

We have attached a Form 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.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE AND TAXATION

TRADE NAME:

SEQUENCE NUMBER:  
072010

ISSUANCE DATE:  
08/27/12

*John J. ...*  
DIRECTOR  
New Jersey Division of Revenue

NAME:  
ADDRESS:  
EFFECTIVE DATE:  
08/27

Certificate Number  
695369

Registration Date: 05/30/2021  
Expiration Date: 05/29/2023



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
Zvonka Veskov, President

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 05/29/2023 BY 60322  
**2021**  
ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 05/29/2023 BY 60322

Handwritten signature of Robert Asaro-Angelo in black ink.

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

NON TRANSFERABLE

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



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



# Asbestos License

License Number: 01188

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

Employer: All Pro Management LLC

Address: 27 Outwater Ln Ste B  
Garfield, NJ 07026-3813

Responsible Individual: Zvonko Veskov

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

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

Issue Date: 10/23/2018

Expiration Date: 10/24/2023

A handwritten signature in black ink, appearing to read "M. Angelo", written over a horizontal line.

Commissioner

**City of Orange Township**

**Department of Public Works & Engineering**

**Demolition of Chestnut Street Pump Station Structure**



**Dwayne D. Warren, Esq.**  
**Mayor**  
**Works/Engineering**

**Marty Mayes, CRP, SRMP, CPWM**  
**Director of Public**

# NOTICE TO BIDDER

## **NOTICE TO BIDDERS**

Notice is hereby given that on Wednesday, November 30, 2022 at 10:30 AM (Prevailing time), sealed bids will be opened and read in public by the City of Orange Township, City Hall, 4th Floor Council Chambers, 29 North Day Street, Orange, New Jersey 07050 for:

### **Demolition of Chestnut Street Pump Station Structure**

Bidders may inspect and obtain specifications electronically by contacting the Department of Public Works 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.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. Seq. and Affirmative Action requirements of P.L. 1975, C. 127 (NJAC 17:27 et seq). All bids must be submitted in a sealed envelope clearly marked on the outside.

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 bid proposals.

There will be a Non-Mandatory Pre-Bid Conference on Wednesday, November 9, 2022 at 10:00am at the Chestnut Street Pump Station located at 632 Beach Street, Orange, New Jersey. At that time representatives of the Construction Manager and the Owner will be present to explain what work will be done, construction sequences necessary to complete the project and what standard of quality will be expected. Each bidder is strongly encouraged to attend this conference.

Effective January, 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Bids will be received at the hour named, no bids will be received after the time and date specified, and no bids will be received by mail. Bids shall be received by courier service (date and time recorded) or shall be hand delivered.

Each bid must be accompanied by the Consent of Surety Form and a guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond payable to the City of Orange Township.

The City Council of the City of Orange Township reserves the right to reject any or all bids, waive any informalities or irregularities in bids received which in their opinion will be in the best interest of the City of Orange Township, or for reasons required by law.

Dwayne D. Warren, Esq.  
Mayor

Marty Mayes, CRP, SRMP, CPWM  
Director of Public Works & Engineering  
(973) 885-1921

# SCOPE OF WORK

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**City of Orange Township  
Department of Public Works/Engineering  
Demolition of Chestnut Street Pump Station Structure**

**Scope of Work:**

1. Contractor will demolish and removal of all debris and structure. The Contractor shall furnish all labor, material, and equipment, and be responsible for the entire work until completed and accepted by the Owner.
2. Contractor shall give all necessary notices, obtain all permits and pay all fees and other costs. Contractor will file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction, obtain all required certificates of inspection of his/her work and deliver same to the Owner before acceptance of final payment of work.
3. Contractor shall utilize procedures necessary to prevent spread of fugitive dust particles. The Contractor must prevent airborne dust from dispersing into the atmosphere and impacting surrounding properties.
4. Contractor shall provide all necessary notices, obtain all permits and pay all fees and other costs. Contractor will file all necessary plans, prepare all documents, and obtain all necessary approvals of all governmental departments/agencies having jurisdiction, obtain all required certificates of inspection of his/her work and deliver same to the Owner before acceptance of final payment of work.
5. Prior to performance of demolition activities, Contractor shall be responsible for removal of asbestos-containing materials (ACM) and other identified hazardous wastes or materials removed from the structure in accordance with Federal, State and Local regulations. A copy of the **Limited Hazardous Materials Survey Report** is included as **Appendix I**.

If additional ACM is encountered during demolition activities, the Contractor shall stop work immediately. The Contractor shall assign the removal of regulated ACM to an asbestos removal contractor licensed in the State of New Jersey.

6. The City of Orange Township will provide a 3<sup>rd</sup> Party Monitor to conduct ACM clearance and provide documentation verifying the removal of all ACM materials. It will be the responsibility of the Contractor to obtain demolition permits subsequent to ACM clearance.
7. Upon completion of demolition, removal and disposal of structural components, the Contractor shall backfill all areas with certified clean fill material. The Contractor shall provide all fill necessary to bring the existing

grades under the demolished building to be level with adjacent grades. The Contractor shall compact the fill in 6-12" lifts with a vibratory compactor and left clean. No compaction testing will be required, but the Contractor shall warranty the fill material against settling at all areas for a period of one year following completion of backfilling activities.

8. Upon written notice from the Contractor that the entire Scope of Work or an agreed upon portion thereof is complete, the Owner will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals the Scope of Work is incomplete or defective. The Contractor shall immediately take measures as necessary to complete and remedy such the Scope of Work to the satisfaction of the Owner. Upon written notification from the Contractor that all Work which was incomplete or defective has been completed or remedied, the Owner shall make an additional inspection to verify the work performed. If it is determined that the Scope of Work is still incomplete or defective, the Contractor shall bear all direct, indirect, and consequential costs of reinspecting said Scope of Work (including but not limited to fees and charges of engineers, architects, attorneys, or other professionals) and Owner shall be entitled to an appropriate decrease in the Contract Price by written agreement.
9. For purposes of this specification, removal of regulated underground storage tanks (USTs) is not included as part of demolition activity. If UST related piping is encountered during demolition, the Contractor shall be responsible for severing and securing all UST associated piping to prevent release of petroleum products.

**GENERAL  
CONDITIONS  
AND  
INSTRUCTIONS  
TO  
BIDDERS**

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**General Conditions  
And  
Instructions to Bidders**

**I. 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 to acquire the following:

**Demolition of Chestnut Street Pump Station Structure**

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid 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 bids will be accepted beyond the time specified. NO BIDS SHALL BE RECEIVED BY MAIL OR FAX.**

**I. PREPARATION OF BID PROPOSAL**

**1. Bid Submission**

All bids shall be submitted on the proposal form(s) furnished herein and shall be enclosed in a sealed envelope, with 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  
Department of Public Works/Engineering  
29 North Day Street  
Orange, New Jersey 07050  
Proposal For: Demolition of Chestnut Street Pump Station Structure

**2. Bid Opening**

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

Hour: 10:30 am  
Date: Wednesday, November 30, 2022  
Place: City Hall  
Council Chambers 4<sup>th</sup> Floor  
29 North Day Street  
Orange, New Jersey 07050

**3. Bid Completion**

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

**4. Time to Award**

Bids 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 Bid**

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

**6. Withdrawal of Bids**

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

**7. Tax Exempt**

Prices quoted in all bids shall include deliver (FOB destination) and exclusive of all Federal, State or Local taxes from which the City is exempt. The City's tax identification number is 22-6002178.

**8. 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.

**9. US Manufactured Products**

In accordance with N.J.S.A. 40A:11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this contract.

**10. Substitution**

In order to establish standard of quality, the City, in the detailed specifications, 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 substitute, the bidder shall document his/her submittal which shall include but 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.

**11. Proposal Guarantee**

Each bid must be accompanied by a guarantee which shall be in the amount of 10% of the total bid, but not to excess of twenty thousand dollars except as otherwise

provided herein, and may be given at the option of the bidder a certified check, bid bond or cashier's check.

**12. 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 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.

**13. Technical Questions**

Please address to the Office of the Director of Public Works at (973) 885-1921.

**14. Time For Completion of Work**

The Bidder has 120 calendar days to complete the project. Should all the work under the Contract not be completed within the time frame specified herein from notice to proceed, there shall be deduced and retained out of the payments which may be due the contractor, the sum designated in the proposal for each and every calendar day beyond the time stipulated, excepting Sundays and Legal Holidays, not as a penalty but as liquidated damages.

**15. Notice of Award**

A Notice of Award will be issued to the successful bidder by the City of Orange Township. The Notice of Award will be accompanied by contracts and related documents prepared for execution by the successful bidder.

**16. Execution of Contract**

The bidder to whom award is made shall, within ten (10) days of his notice of award, execute the contract documents and furnish a performance bond in an amount equal to the full amount of the contract. The bond must be drawn by an acceptable surety company and be in the form of a combination performance and two (2) year maintenance bond in the full amount of the contract. The two (2) year maintenance period shall begin on the date of the acceptance of the work by the City of Orange Township.

**17. Failure to Execute Contract**

If the lowest responsible bidder to whom the contract is awarded fails to submit bonds or execute the contract within the time specified, the amount of the proposal guaranty shall be paid to the City of Orange as liquidated damages. In such case the City of Orange, at his discretion may award the contract to the next lowest responsible bidder, or reject all bids.

**18. Construction Schedule and Phasing**

- A. A pre-construction meeting shall be held with the Contractor, Public Works Department and Engineer prior to starting work to determine schedule and phasing.
- B. Time restrictions for performing work: 7:00 am to 5:00pm, Monday through Friday. Work during evening hours and on Saturdays and Sundays is prohibited unless prior written authorization is obtained from the City of Orange.

**19. Construction Permits**

The Contractor is responsible for obtaining all required construction permits necessary for this project, if applicable. It will be the responsibility of the Contractor to pay all required construction permits.

**20. Inspection**

The work is subject to inspection to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the City of Orange, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. As soon as practicable after the completion of the entire work, or any divisible part thereof as may be designated in these specifications, and examination thereof will be made by the City of Orange at the site of the work. If such work is found to comply fully with the requirements of the contract, it will be accepted, and final payments therefore will be made in accordance.

**II. 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 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 bid for the service as described in the technical section of this document. The City reserves the right to reject any and all bids and to award in part or whole. The bid will be awarded, provided that in the judgment 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 bids. Bidders must be able to complete the contract in accordance with all requirements of these documents including, but not limited to, requirements pertaining to experience, moral integrity, operating capacity, financial capacity credit, workforce, equipment and facilities available and any other requirements proscribed in the New Jersey Public Contracts Laws, N.J.S.A. 40A 11-1 et seq. Proposals will not be accepted from bidders which are suspended or debarred by any agency of the State of New Jersey.

**3. Unresponsive Proposal**

The City of Orange Township may consider unresponsive and reject any proposal not conforming in all material to the terms and conditions, specifications, legal requirement and other provisions of these documents and may, so far as permitted by

law, waive any non-conformity when, in the absolute judgment of the City of Orange Township, reasonably exercised, the non-conformity is not material and waiver is permitted by Law and is in the City's best interest.

**4. Demonstration of Responsibility**

Upon request by the City of Orange Township, the Bidder must provide documentation sufficient for the City to reasonably determine that the Bidder is responsible. Such documentation may include, but is not limited to a complete statement of experience and technical and financial qualifications.

**5. Unsatisfactory Past Performance**

A Bidder which has otherwise been determined to be the lowest responsive and responsible bidder may be disqualified pursuant to N.J.S.A. 40A:11-4 if a majority of the governing body of the City of Orange Township finds a history of prior or negative experience with the Bidder.

**III. Required Forms**

**1. Bid Proposal Form**

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

**2. Stockholder Disclosure Affidavit**

In accordance with P.L. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership who own ten percent (10%) or greater interest in the partnership, as the case may be, shall be listed. If the business entity is a sole proprietorship, that information must be provided on the Disclosure Affidavit. This form must be notarized by a person so authorized.

Attached is a form (Partnership Disclosure Statement) which shall be used to comply with this agreement.

**3. Non-Collusion Affidavit Form**

Bidders are required to complete and submit the enclosed Non-Collusion Affidavit Form.

**4. Affirmative Action Forms**

Bidders are required to submit the enclosed Affirmative Action Regulations Forms.

**5. Hold Harmless Agreement Form**

Bidders are required to submit the enclosed Hold Harmless Agreement Form.

**6. Addenda Acknowledgment of Receipt Form**

Bidders are required to submit the enclosed Addenda Acknowledgment of Receipt Form.

**7. Bid Guarantee**

Each bid must be accompanied by the guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and

may be given, at the option of the bidder by certified check, cashier's check or bid bond made payable to the City of Orange Township.

**8. Consent of Surety**

Bidders are required to complete and submit the enclosed Consent of Surety.

**9. New Jersey Business Registration**

Bidders and all subcontractors listed pursuant to N.J.S.A. 40A:11-16 must be registered by the New Jersey Department of Labor as required by N.J.S.A. 52:32-44 at the time of bidding and submit copy of certification.

**10. Pay to Play Form**

Bidders are required to submit the enclosed Pay to Play Form.

**11. Disclosure of Investment Activities in Iran**

Bidders are required to submit the enclosed Disclosure of Investment Activities in Iran Form.

**IV. Forms to be Submitted by Successful Bidder**

The following documents will be required from the successful bidder only and may be submitted after notification of award.

- a. Performance Bond
- b. Certificate of Insurance\*
- c. Signed Contracts (will be sent to successful bidder upon notification of award)

**(\*) Certificate of Insurance**

Prior to commencement of work, the successful bidder shall provide and maintain in full force and effect during the term of the contract, or any extension thereof, insurance coverage for operations as follows:

| Coverage                                                                                                                                                                                                                                                                                                                                                                             | Limits                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| a. Worker's Compensation Employer Liability                                                                                                                                                                                                                                                                                                                                          | Workers Compensation as per Statutory Requirements and Employers Liability with Limits of at least 1,000,000.00 |
| b. Comprehensive General Liability (Occurrence Form) for bodily injury, personal injury or property<br>Damage coverage for: <ul style="list-style-type: none"><li>• XCU Hazards</li><li>• Contractual liability for indemnification obligations of contract</li><li>• Independent contractors</li><li>• Products completed operations</li><li>• Broad from property damage</li></ul> | \$1 million each occurrence                                                                                     |

- c. Automobile liability covering owned,  
Non-owned and hired** **\$1 million each occurrence**
  
- d. Umbrella liability** **\$ 1 million each occurrence**  
**Excess of above coverage** **aggregate**

**General Liability and Automobile Liability Insurance shall include the City, its commissions, boards and authorities as Additional Insured.**

**All coverage shall be in a form acceptable to the City.**

**The successful bidder shall ensure that insurance policies are endorsed to provide at least thirty (30) days written notice to the City prior to any material change or cancellation of coverage.**

**The successful bidder, prior to commencing any work, shall submit a Certificate of Insurance to the City evidencing compliance to the above requirements.**

## **V. A WARD OF BID AND PERFORMANCE OF CONTRACT**

### ***1. Compliance With Affirmative Action Requirements***

During the performance of the contract, the Contractor agrees according to Public Laws 1975, Chapter 127 (NJ.AC. 17:27), 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 or sex, 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provision of this non-discrimination 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, sex, affectional or sexual orientation.

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 unions 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable city employment goals as prescribed by N.J.AC. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable city employment goals determined by the Affirmative Action Office pursuant to N.J.AC. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex,



affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discrimination practices.

The Contractor of 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 the statutes and court decisions of the State of New Jersey and as established by applicable Federal laws and applicable Federal court decisions.

The Contractor of Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable Federal court decisions.

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

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

Successful bidders are required to provide one of the following either with the bid or within three (3) days after receipt of the Notice of Award:

- a. An existing federally approved or sanctioned affirmative action program.
- b. A State of New Jersey Certificate of Employee Information Report Approval.

Or

c. A complete Employee Information Report (Form AA-302) both to the City and to the State Affirmative Action Office, Trenton, New Jersey. This form is available at the A.A.O., P.O. Box 1829, Trenton, New Jersey 08625.

If either a, b, or c is not submitted within the require time, the bid must be rejected as non-responsive.

## ***2. Requirements Under Right To Know***

As required by the Worker's Right- To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

### ***3. Prevailing Wage and Labor Laws***

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder.

### ***4. Additional Payment***

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his/her part or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

### ***5. Defective Materials/Work***

The materials and/or supplies furnished shall be free of defects of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired by the successful bidder without cost to the City.

### ***6. Cancellation of Contract***

The City reserves the right to unilaterally cancel this contract upon thirty (30) days written notices to the vendor.

### ***7. AMERICANS WITH DISABILITIES ACT***

#### **Equal Opportunity for Individuals with Disabilities**

The Contractor and the City do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 512101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant tot his contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the City, 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, defended 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 City's grievance

procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City or if the City 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 City 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 City or any of its agent, servants and employees, the City shall expeditiously forward to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

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

It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Bidder: IBNY CONSTRUCTION COOP  
Signature: [Handwritten Signature]  
Name Printed: NELSON ESPINOZA  
Title: PRESIDENT  
Date: 12/13/22

