

CITY COUNCIL

The City of Orange Township, New Jersey

DATE September 5, 2023

NUMBER 335-2023

TITLE: A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE 2022 CDBG LAUREL STREET RESURFACING TO CIFELLI & SON GENERAL CONSTRUCTION, INC., 4 COPPOLA STREET, NUTLEY, NEW JERSEY 07110 IN THE AMOUNT NOT TO EXCEED \$164,129.40.

WHEREAS, the City of Orange Township did duly advertise on July 4, 2023 for public bids for the 2022 CDBG Laurel Street Resurfacing (between Scotland Rd to Lincoln Ave); and

WHEREAS, on August 1, 2023 the City of Orange Township received seven (7) public bid pursuant to the plans and specifications furnished prospective bidders, from the following:

Bidder's Name	Total Bid Amount
Cifelli & Son General Construction, Inc. Nutley, New Jersey	\$164,129.40
Your Way Construction, Inc. Irvington, New Jersey	\$169,733.21
D&L Paving Contractors, Inc. Fairfield, New Jersey	\$174,264.50
AJM Contractors, Inc. Clifton, New Jersey	\$181,379.40
4 Clean Up, Inc. North Bergen, New Jersey	\$185,018.30
Reivax Contracting Corp. Flemington, New Jersey	\$190,090.90
DLS Contracting, Inc. Fairfield, New Jersey	\$220,768.40

WHEREAS, it is the recommendation of the Consulting Engineer that the contracted be awarded; and

WHEREAS, the City Attorney and Director of Public Works & Engineering 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:

BASE BID:

Cifelli & Son General Construction, Inc.
4 Coppola Street
Nutley, New Jersey 07110

\$164,129.40

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

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

 A. MIERUTH

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a part hereof as it set forth in length herein, certifying that monies are available in Account No. T-14-23-857-000-001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the 2022 CDBG Laurel Street Resurfacing to Cifelli & Son General Construction, Inc., the aforesaid lowest responsive bidder, in the amount not to exceed \$164,129.40.

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: September 5, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
COMMUNITY DEVELOPMENT BLOCK GRANT

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 CDBG account(s) to Contract with:

Vendor Name: Cifelli & Son General Construction
Address#1: 4 Coppola Street

City: Nutley
State: NJ
Zip Code: 07110

Purpose: Laurel Street Resurfacing

Fund: CDBG Fund - Grants
Account Name CDBG - Ward St. reconstruction & resurfacing
Account Numbers(s): T-14-23-857-000-001

Balance Before	198,920.00
Requested	<u>164,129.40</u>
Balance After	34,790.60

Vendor ID: CIFEL010

Purchase Order # : 23-01766

Amount not to exceed: \$164,129.40

Division Head

Date

Nile Clements

8/29/2023

Chief Financial Officer

Date

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Orange for the PY' 2022 CDBG Resurfacing of Laurel Street in the City of Orange, Essex County, New Jersey.

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

Said Bids will be received, opened and read aloud in public at the Municipal Building, City of Orange, 29 North Day Street, 4th Floor Council Chambers, Orange, Essex County, New Jersey on August 1, 2023 at 10:00 am, prevailing time.

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

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

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS.

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

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

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

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

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

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq.(New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et seq.).

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

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

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

Dwayne D. Warren, Esq.
Mayor
Marty Mayes
Director of Public Works and
Engineering
(973) 952-6078

Dated: July 13, 2023
7/14/23

\$182.45

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__
by and between the

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

(CONTRACTOR'S NAME)

(ADDRESS)

(CITY, STATE, ZIP)

(TELEPHONE NUMBER)

(FAX NUMBER)

(E-MAIL)

hereinafter referred to as the CONTRACTOR.

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

ARTICLE I - SCOPE OF WORK

1.01 Description

This project consists of roadway improvements to Laurel Street between Scotland Road and Lincoln Avenue. This project is funded by CDBG.

1.02 Description of Work

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

1. Milling and removing the existing 2" thick HMA wearing surface course of the roadway and resurfacing with proposed HMA leveling course, 1" thick and HMA surface course, 3" thick compacted thickness, as shown on the plans. The intent is to have 3" thickness along the gutter and 4" thickness at the crown of the roadway.
2. Full depth roadway reconstruction where the milling of the HMA wearing surface reveals a poor base course (as marked out in the field during construction).
3. Remove and replace concrete sidewalk and curb as shown on the plans.
4. Restore all disturbed areas in kind in the same condition or better prior to commencing improvements.

5. All related incidental work, including but not limited to, maintenance and protection of traffic, dust control, soil erosion and cleaning and restoration.
 6. Installation of pavement markings and striping, where indicated on plans.
- 1.03 The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.
 - 1.04 The contractor shall obtain and pay for all necessary permits. Separate payment will not be made, but the cost shall be included in the various items of the proposal.
 - 1.05 Payment for police officers will be made by the City of Orange Township. Contractor will still be required to coordinate with City of Orange Township Police and Jobs for Blue for traffic control.

END OF SCOPE OF WORK

ARTICLE II - CONTRACT DOCUMENTS

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

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

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

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

ARTICLE III - CONTRACT SUM

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

(AMOUNT IN WORDS)

(AMOUNT IN NUMBERS)

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

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

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

ARTICLE IV - TIME OF COMPLETION

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

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

ARTICLE V – PERFORMANCE SURETY BOND

Where required by the Contract Documents, the CONTRACTOR shall deliver a Performance Bond in the amount required, which shall also contain the required guarantee of continued liability by the CONTRACTOR and Surety that the final inspection and acceptance of the work shown by the drawings and specifications forming part of the Contract shall not be binding and conclusive upon the City of Orange TOWNSHIP, if it subsequently appears that the Contractor has supplied inferior materials or workmanship, or has departed from the terms of this Contract.

ARTICLE VI – INSURANCE

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

ARTICLE VII – ASSIGNMENT

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

ARTICLE VIII - BANKRUPTCY

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

ARTICLE IX - INDEMNITY

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

ARTICLE X - RESPONSIBILITY OF THE CITY AND ENGINEER

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

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

CONTRACTOR's nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work safely or in accordance with the Contract Documents.

ARTICLE XI: CONTRACTOR'S STATUS AND RESPONSIBILITIES

a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the CITY.

b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.

c. The CONTRACTOR shall be responsible for proceeding with the work and adhering to the schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement.

d. The CONTRACTOR shall pay to the CITY, and the CITY shall have the right to deduct the full amount of all expenses, losses, and damages from all monies due or to become due the CONTRACTOR under this Contract, for any of the following reasons:

1. Any defect, omission, or mistake of the CONTRACTOR or his employees; and the repairs of same, as determined by the Engineer.

2. All costs of engineering work and inspection after the specified completion time for the Contract.

3. All costs incurred by the CITY for overtime payments to the inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the CITY.

4. Liquidated Damages in the amount set forth in Section 108.16 of the Supplementary Specifications for each and every calendar day that the CONTRACTOR shall be in default of completing the Work of this Contract. This sum is hereby agreed to be proper and reasonable liquidated damages, which the CITY will suffer by reason of such default.

ARTICLE XII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK

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

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

ARTICLE XIII – MISCELLANEOUS

A. All terms of this Agreement are subject to budgetary and/or legislative limitations, changes and restrictions.

B. No clause in this Agreement shall be construed to place responsibility on the CITY due to delays for any reason whatsoever.

C. The provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, or heirs, executors, administrators and legal representatives, as the case may be.

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

ARTICLE XIV - ANTIDISCRIMINATION PROHIBITED

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

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

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

race, creed, color, national origin, ancestry, marital status or sex;

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

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

ARTICLE XV - PREVAILING WAGES

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

ARTICLE XVI - AFFIRMATIVE ACTION

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 5. If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

women.

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

ARTICLE XVII: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR and the CITY do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the CITY pursuant to this Agreement, the CONTRACTOR agrees to the performance shall be in the strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the CONTRACTOR shall defend the CITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the CITY and engineer, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the 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 Act 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 engineer or any of its agents, servants, and employees, the CITY shall expeditiously forward or have forwarded 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 or engineer of the services provided by the CONTRACTOR pursuant to this Agreement will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the CITY pursuant to this Paragraph.

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

ARTICLE XVIII: MANDATORY CONTRACT DISPUTE PROCEDURES

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

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

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

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

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

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

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

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

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

8. **First Source:**

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

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

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

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

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

1. LEAD BASE PAINT PROHIBITION:

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

2. COMPLIANCE WITH AIR AND WATER ACT:

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

3. INTEREST OF MEMBERS OF CONGRESS:

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

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

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

5. ARCHITECTURAL BARRIERS ACT:

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

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

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

amended, 12 USC 170LU. Section 3 requires that to the greatest extent feasible opportunities for training and employment in given lower income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project

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

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

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

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

7. TERMINATION OF CONTRACT FOR CAUSE:

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

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

8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:

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

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

9. CHANGES

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

10. ASSIGNABILITY

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

11. REPORTS AND INFORMATION:

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

12. RECORDS AND AUDITS:

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

13. COPYRIGHT

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

14. PATENT RIGHTS

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

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

15. COMPLIANCE WITH LOCAL LAWS:

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

16. INDEMNIFICATION

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY:

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

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause, The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract A breach of this provision may be grounds for contract termination.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

2. The Contract will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

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

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

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

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

18. PERFORMANCE BOND

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

19. PAYMENT BOND

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

20. BID GUARANTEE

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

21. MAINTENANCE BOND

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

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

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

ATTEST: CITY OF ORANGE TOWNSHIP

By: _____
DWAYNE D. WARREN, MAYOR

, Municipal Clerk

ATTEST:

WITNESS (Signature)

CONTRACTOR (Signature)

NAME/TITLE (Print)

NAME/TITLE (Print)

Approved as to Form and Sufficiency

, CITY ATTORNEY

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

City of Orange Township
(Name of Local Contracting Unit)

PY' 48 CDBG Resurfacing of Laurel Street
(Name of Project)

0717-T-039
(Project or Bid Number)

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

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

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

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

X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	<i>q.c.</i>
X	Prohibited Russia-Belarus Activities pursuant to P.L. 2022, c. 3.	<i>q.c.</i>
X	Mandatory Equal Employment Opportunity Language, pursuant to N. J. S. A. 10:5-31 (P.L. 1975, C.127)	<i>q.c.</i>
X	First Source Employment	<i>q.c.</i>
X	Hold Harmless Agreement	<i>q.c.</i>
X	Business Entity Disclosure Certification, pursuant to N.J.S.A. 19:44A-20.8	<i>q.c.</i>
X	Certification on Non-Debarment for Federal Government Contracts Form, pursuant to <u>N.J.S.A. 52:32-44.1</u>	<i>q.c.</i>
X	Lowest Bidder Prevailing Wage Certification pursuant to N.J.S.A. 34:11-56.25, et seq., N.J.A.C. 12.60-9.1	<i>q.c.</i>
X	Bid Form	<i>q.c.</i>

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

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

Name of Bidder: *Cifelli & Son General Contractors, Inc.*

By Authorized Representative:

Signature: *Anna Cifelli*

Print Name and Title: *Anna Cifelli - President*

Date: *Aug. 1, 2023*

Company Name: *Cifelli & Son General Contractors, Inc.*

Mailing Address: *4 Coppola Street*

Physical Address: *Murray, NJ 07110*

Phone Number: *9732350302*

Fax Number: *9732352456*

E-Mail: *cifellison@yahoo.com*

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

City of Orange Township
(Name of Local Contracting Unit)

PY' 48 CDBG Resurfacing of Laurel Street
(Name of Project)

0717-T-039
(Project or Bid Number)

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

NONE

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: Cifelli & Son Gen. Const., Inc.

By Authorized Representative:

Signature: *Anna Cifelli*

Printed Name and Title: Anna Cifelli - President

Date: 8/1/23

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Cyrelli's In General Contr, Inc.

Organization Address: 4 Coppola Street
Nutley, NJ 07110

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
<u>Anna Cyrelli</u>	<u>4 Coppola Street</u> <u>Nutley, NJ 07110</u>
<u>Camillo Cyrelli</u>	<u>4 Coppola Street</u> <u>Nutley, NJ 07110</u>

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

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

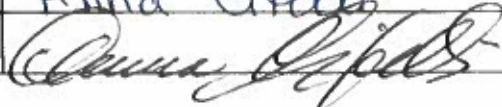
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Anna Cipelli	4 Coppala Street Nutley, NJ 07110
Camello Cipelli	4 Coppala Street Nutley, NJ 07110

Part IV Certification

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

Full Name (Print):	Anna Cipelli	Title:	President
Signature:		Date:	Aug. 1, 2023

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

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

Plumbing Work: none

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work: none

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work: none

Name _____ Phone # _____
Address _____
License Number: _____

Electrical Work, including any Electrical Power Plants none

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems: none

Name _____ Phone # _____
Address _____
License Number: _____
Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems: none

Name _____ Phone # _____
Address _____
License Number: _____
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems: none

Name _____ Phone # _____
Address _____
License Number: _____

Structural Steel and Ornamental Iron Work: none

Name _____ Phone # _____
Address _____
License Number: Not Applicable

BID SECURITY

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

CONSENT OF SURETY

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

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

Sample wording is as shown below:

CONSENT OF SURETY

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

SAMPLE

valuable consideration, the

_____ Insurance Company,

(Name)

(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____

for: (Project) _____

is awarded to (Bidder) _____

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

Signed, sealed and dated this _____ day of _____, 20_____.

_____ INSURANCE COMPANY

(Name)

By _____

(Name)

Attorney in Fact

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 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, N.J.S.A. 34:11-56.25 et seq. and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

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

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

	<u>Name</u>	<u>Registration</u>	
		<u>Not Registered</u>	<u>Number</u>
Bidder	<u>Cybelli & Son Gen Contrs, Inc.</u>	---	<u>611062</u>
(Subcontractor)	<u>AM Contr, Inc.</u>	---	<u>38866</u>
(Subcontractor)	<u>Statewide</u>	---	<u>608420</u>
(Subcontractor)	_____	---	_____
(Subcontractor)	_____	---	_____

Subscribed and sworn before me this 1st day of Aug 2023.

Lisa Pontoriero

Notary Public of _____

My Commission Expires 2020
(Seal)

Lisa Pontoriero
Notary Public
New Jersey
My Commission Expires 2-22-25
No. 2324665

Anna Cybelli

Signature
Anna Cybelli President
Name and Title
(Type or Print)

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

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

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

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

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44.

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

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder <u>Cifelli & Son Gen Constr, Inc.</u>	—	<u>0097891</u>
(Subcontractor) <u>AJM Contr, Inc.</u>	—	<u>0097438</u>
(Subcontractor) <u>Statewide</u>	—	<u>0103941</u>
(Subcontractor) _____	—	_____
(Subcontractor) _____	—	_____

Subscribed and sworn
before me this 1st day
of aug 2027.

Lisa Pontoriero

Notary Public of Lisa Pontoriero
Notary Public
My Commission Expires 20
(Seal) New Jersey

My Commission Expires 2-22-25
No. 2324665

Anna Cifelli

Signature
Anna Cifelli - President
Name and Title
(Type or Print)

BACKGROUND QUESTIONNAIRE

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

Date of Organization of Company December 19, 1994
Name and address of officers: Anna Cufelli - 4 Coppola Street
Camello Cufelli - Jersey, NJ 07110
President Anna Cufelli
Vice President _____
Secretary Camello Cufelli
Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 3.5
2. How many years experience in this type of construction work has your organization had? 35
3. What are the latest projects (within the last five years) your organization has completed?
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	<u>see attached</u>	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>see attached</u>	_____
B.	_____	_____
C.	_____	_____

*Cifelli & Son General Construction, Inc.
4 Coppola Street
Nutley, New Jersey 07110*

Completed Contracts

1. **Summit Board of Education - Various School**
Contact : Angelo Palumbo - 14 Beekman Terrace
(908)277-0422 Summit, New Jersey
A. Sidewalk Improvements @ Various Schools

2. **City of Orange - 29 North Day Street**
Orange, New Jersey 07050
Contact: Penoni Associates – Todd Hay
24 Commerce St Suite 300, Newark, NJ 07102 (908)653-0889
A. 2019 Road Program - \$4,300,000.00
September 2020 – December 2021
B. 2020 Road Program - \$521,308.00
October 2021 – December 2021

3. **Borough of Madison - 50 Kings Road**
Madison, New Jersey
Contact: Robert Vogel - 50 Kings Road
Madison, New Jersey (973) 593-3061
A: 2021 Road Program - \$693,280.00
June 2021 – August 2021

4. **Borough of Caldwell - 1 Provost Square**
Caldwell, New Jersey 07006
Contact: Beckmeyer Engineering
East Rutherford, New Jersey (201)635-9401
A: Re: 2019 Road Improvements - \$844,509.00
July 2021 – October 2021

5. **Township of Montclair - 205 Claremont Avenue**
Montclair, New Jersey
Contact: Steve Wood 219 North Fullerton Avenue
Montclair, New Jersey (973)509-5711
A: Re: Curbing Through Out Township of Montclair – 1 Year Contract \$2,344,627.00
April 2021 – July 2021

6. **Township of West Orange - 66 Main Street**
West Orange, New Jersey 07052
Contact - Lenny Lepore -
66 Main Street West Orange, New Jersey 07052 (973)325-4100
A. Re: 2019/2020 Capital Road Program \$2,091,766.75
May 2021 – November 2021

7. **Township of Bloomfield - 1 Municipal Plaza**
Bloomfield, New Jersey 07003
Contact - Paul Lasek -
1 Municipal Plaza Bloomfield, NJ 07003 (973)680-4009
A. Re: 2021 Capital Roadway Improvement Program – Contract A \$959,000.00
August 2021 – December 2021

Name and Address

Telephone No.

D. _____

E. _____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? no
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? no
If so, state the name of individual, position and the name of the other organization _____

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? no
If so, where and why? _____

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
	<u>see attached</u>	\$ _____
		\$ _____
		\$ _____

Cifelli & Son General Construction, Inc.
4 Coppola Street
Nutley, New Jersey 07110
(973)235-0302 (973)235-0456 Fax #

Current Contracts

1. Township of Millburn

375 Millburn Avenue Millburn, NJ

Re: 2023 Various Roadway Improvement Project

In House - August 2023 – October 2023 - \$\$1,100,000.00

2. Township of Orange

29 North Day Street Orange, NJ 07050

Re: Road Reconstruction of Elm street, Glenwood Avenue, Parkinson Avenue

Pennoni Engineering - Raymond Boulevard, Newark, NJ

August 2023 - October 2023 \$535,716.00

Background Questionnaire
Page 3

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____

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

_____ \$ 15,000,000.00

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

_____ see attached

CIFELLI & SON GENERAL CONSTRUCTION, INC.**4 COPPOLA ST****NUTLEY, NEW JERSEY 07110****TEL 973-235-0302****FAX: 973-235-0456****EMAIL: cifellison@yahoo.com****Equipment List**

TYPE	QUANTITY	AGE	UNPAID BALANCE	PRESENT VALUE	CONDITION
Mack RD 688 Triaxle Truck	1	20	Paid	\$60,000.00	Excellent
Kenworth T80 Tandem	1	20	Paid	\$55,000.00	Excellent
Ford F-350 Pickup Truck	1	7	Paid	\$15,000.00	Great
GMC Kodiak Mason Truck	1	14	Paid	\$12,000.00	Great
Izuzu Tool Truck	1	14	Paid	\$16,000.00	Excellent
John Deere Backhoe 310SG	1	11	Paid	\$35,000.00	Great
Kubota Excavator KX-80	1	5	Paid	\$90,000.00	Excellent
Ingersoll Rand Air Compressor	1	13	Paid	\$5,000.00	Good
Eager Beaver Trailer	1	11	Paid	\$15,000.00	Excellent
Case TR340 Skidsteer	1	2	Paid	\$25,000.00	Excellent

BID FORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the PY' 48 CDBG RESURFACING OF LAUREL STREET, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the CITY OF ORANGE TOWNSHIP or its Engineer prior to the date of opening the bids, whether received by the undersigned or not, for the amount bid based on the following unit and/or lump-sum prices:

NOTE: Extension of Unit Prices must be exact.

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	MOBILIZATION	\$ 500.00	\$ 500.00
2	1	LS	MAINTENANCE & PROTECTION OF TRAFFIC	\$ 1,500.00	\$ 1,500.00
3	1	DOLLAR	FUEL PRICE ADJUSTMENT	\$ 1,000.00	\$ 1,000.00
4	1	DOLLAR	ASPHALT PRICE ADJUSTMENT	\$ 3,000.00	\$ 3,000.00
5	80	HR	POLICE TRAFFIC DIRECTOR	\$ 76.73	\$ 6,138.40
6	1200	SY	HMA MILLING, 3" OR LESS	\$ 7.50	\$ 9,000.00
7	100	TON	HOT MIX ASPHALT 9.5 M 64, LEVELING COURSE, 1" THICK	\$ 1.00	\$ 100.00
8	300	TON	HOT MIX ASPHALT 9.5 M 64, SURFACE COURSE, 3" THICK	\$ 145.00	\$ 43,500.00
9	190	GAL	TACK COAT	\$ 1.00	\$ 190.00
10	900	LF	9" X 18" CONCRETE VERTICAL CURB	\$ 34.00	\$ 30,600.00
11	220	SY	HOT MIX ASPHALT PAVEMENT REPAIR	\$ 2.00	\$ 440.00
12	10	UN	RESET VENT/VALVE BOXES	\$ 5.00	\$ 50.00
13	2	UN	RESET EXISTING CASTING	\$ 300.00	\$ 600.00
14	1	UN	CURB PIECE, CAMPBELL FOUNDRY "N-ECO", OR APPROVED EQUAL	\$ 400.00	\$ 400.00

Item	Quantity	Units	Description	Unit Price	Amount
15	475	SY	CONCRETE SIDEWALK, 4" THICK	\$ 110.00	\$ 52,250.00
16	100	SY	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	\$ 115.00	\$ 11,500.00
17	57	LF	TRAFFIC MARKING, 8" THICK	\$ 11.00	\$ 627.00
18	12	LF	TRAFFIC MARKING, 24" THICK	\$ 16.00	\$ 192.00
19	56	SY	TRAFFIC MARKING, SYMBOL	\$ 22.00	\$ 1,232.00
20	50	SY	TOPSOIL SPREADING, 4" THICK	\$ 5.00	\$ 250.00
21	50	CY	FERTILIZING AND SEEDING, TYPE A - 3	\$ 1.00	\$ 50.00
22	10	LS	BORROW TOPSOIL	\$ 1.00	\$ 10.00
23	1	UN	CLEARING SITE	\$ 1,000.00	\$ 1,000.00

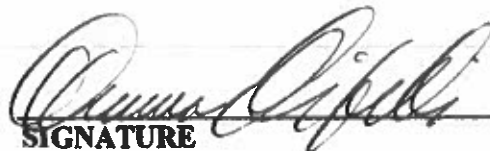
TOTAL CONSTRUCTION COST, BASE BID Items #1 - #23, Inclusive

\$ 164,129.40

One hundred sixty-four thousand,

one hundred twenty-nine dollars + four cents

TOTAL AMOUNT BID WRITTEN OUT


SIGNATURE

Anna Cifelli - President
NAME & TITLE

8/1/23
BID DATE

Cifelli & Son, Inc. Consl, Inc.
COMPANY NAME



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CIFELLI & SON GENERAL CONSTRUCTION, INC.
Trade Name:
Address: 4 COPPOLA STREET
NUTLEY, NJ 07110-3219
Certificate Number: 0097891
Effective Date: January 23, 1995
Date of Issuance: May 15, 2020

For Office Use Only:

20200515083114859

Certificate Number
611062

Registration Date: 11/13/2021
Expiration Date: 11/12/2023



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):
Anna Cifelli, President

Responsible Representative(s):
Camillo Cifelli, Secretary

Cifelli & Son General Construction Inc
2021

Handwritten signature of Robert Asaro-Angelo.

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

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

NON TRANSFERABLE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Registered Name:	A J M CONTRACTORS, INC.
Trade Name:	
Address:	300 KILLER ROAD CLIFTON, NJ 07011
Certificate Number:	0002438
Effective Date:	March 06, 1981
Expiration Date:	June 09, 2011
For Office Use Only:	
207 794-6911/151 56566	

Certificate Number
38866

Registration Date: 07/20/2022
Expiration Date: 07/21/2024



State of New Jersey

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

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-66.48, 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:

AJMT CORP INC 2022

Responsible Representative(s):
Anthony Marinaro, President

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
STATEWIDE STRIPING CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-235-579/000

CONTRACTOR CERTIFICATION#
0103941

ADDRESS
499 POMEROY RD
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
12/12/78

FORM-BRC(08-01)

Patricia A. Chacalis
Director, Division of Revenue

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

Certificate Number
608420

Registration Date: 08/03/2022
Expiration Date: 08/02/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Kenneth Kida, President

Handwritten signature of Robert Asaro-Angelo in black ink.

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

Responsible Representative(s):
W. Robert Wilson, CFO

Statewide Striping Corp
2022

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

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

April 4, 2023

Ms. Anna Cifelli
D/ESBE Officer
Cifelli & Son General Construction, Inc.
4 Coppola Street
Nutley, NJ 07110

Dear Ms. Cifelli:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning April 18, 2023 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Director
Division of Civil Rights and Affirmative Action

VT-A/smm
c: File

MEETING FEDERAL LABOR STANDARDS

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FUNDED PROJECTS

JOSEPH N. DI VINCENZO, JR
Essex County Executive

CRAIG LOMBARDI
Program Coordinator

Revised 9.20.2021

TABLE OF CONTENTS

I. Introduction

II. Sanctions

III. Rehabilitation Act of 1973

IV. Contractor/Sub Contractor Certification of Eligibility

V. General Terms and Conditions of Contract

VI. Federal / State Labor Standard Provisions

VII. Notice to Employees Re Payment of Wages and other activities (to be posted onsite)

VIII. Job Safety and Health Protection Posters/Signs

IX. Bidders Notice (references DUNS and SAM #s)

X. Contractors Clearance Requirements

XI. Affirmative Action Affidavit

XII. Section 3 Requirements

XIII. CDBG Project Sign

Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

7. TERMINATION OF CONTRACT FOR CAUSE:

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

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

8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:

The Municipality may terminate this contract at any time by giving at least ten (10) days notice in writing from the Municipality to the contractor. If the contract is terminated by the Municipality, as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

9. CHANGES

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

10. ASSIGNABILITY

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

11. REPORTS AND INFORMATION:

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

12. RECORDS AND AUDITS:

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

13. COPYRIGHT

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

14. PATENT RIGHTS

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractor or its employees, in the course of or under this contract or any subcontract, the contractor shall give prompt notice thereof to Essex County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

15. COMPLIANCE WITH LOCAL LAWS:

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

16. INDEMNIFICATION

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

17. EQUAL EMPLOYMENT OPPORTUNITY:

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

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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

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

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

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

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

18. PERFORMANCE BOND

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

19. PAYMENT BOND

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

20. BID GUARANTEE

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

21. MAINTENANCE BOND

Upon completion of projects the municipality involved will certify as to the acceptance of the job and will produce a maintenance bond prior to or at the time the final payment is requested. A percentage of the contract is usually held until the completion of the job. This is the retainage, which consists of the final payment request. If a maintenance bond is not secured by Contractor then the retainage will be held in lieu of maintenance bond, for a period of 1 year. The entire project file is reviewed prior to payment of final voucher assure compliance has been met with all Federal Labor Standards Provisions and the M & C procedures as set forth by this office. If items are missing, the contractor should be given written notice and a copy sent to the municipal contact person.

Conscientious Employee Protection Act "Whistleblower Act"

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: Cappella & Son, Inc. Const. Div.
Address: 4 Cappella Street
Murphy, NJ 07110
Telephone Number: 973 235 0302

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.



Acknowledgment of Receipt of Gender Equity Notification

I received a copy of the gender equity notification on the date listed below.
I have read it and I understand it.


Name (signature)

Anna Cilella
Name (print)

August 1, 2023
Date



BIDDERS NOTICE

STATEMENT TO BE INCLUDED IN SPECIFICATIONS FOR COMMUNITY DEVELOPMENT (CDBG) FUNDED PROJECTS RE DAVIS BACON ACT, DUNS AND SAM NUMBERS

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

All bidders must submit their DUNS number (Data Universal Numbering System) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity).

Prospective bidders without a DUNS and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards.

The applicable DUNS and SAM numbers should be provided below and on the form for **Contractor Clearance Requirements**. It is noted that sub contractors will not need to be registered with SAM.

DUNS #: 825089170 SAM CAGE CODE # 5W031

e-snaps Resource Document –DUNS Number and SAM

This document provides instructions on how to obtain a Data Universal Numbering System (DUNS) Number and register with the System for Award Management (SAM). All Collaborative Applicants and Project Applicants must have a Data Universal Numbering System (DUNS) Number, and all Project Applicants (including Collaborative Applicants applying for CoC planning funds) must register with the System for Award Management (SAM).

DUNS Number

A DUNS Number, assigned by the company Dun & Bradstreet, is required when submitting any application for Federal funds. If your organization does not already have a DUNS Number, please visit the Dun & Bradstreet website at www.dnb.com or call 1-800-700-2733. The process of obtaining a DUNS Number is free of charge and should take less than 15 minutes.

Most organizations will have a 9-digit DUNS Number. Larger organizations that have multiple departments might already use 4-digit extensions on the DUNS Numbers to distinguish between the various offices with the organization. For example, if a State DUNS Number is 123456789, the Housing, Health, and Transportation Departments should all have different 4-digit extensions, especially since these departments might have different addresses and contact personnel. The 13-digit numbers would look like 123456789-1234. In e-snaps, however, the hyphen is NOT entered.

SAM

All Project Applicants must be registered with the System for Award Management (SAM). HUD will not issue a grant agreement for awarded funds to a project applicant until an active SAM registration is verified.

Please visit the System for Award Management website, www.SAM.gov to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced “naykes”) code that best describes your industry.

The website has detailed instructions and user guides to assist in registering your organization.

There is no fee for registering with SAM.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cifelli & Son General Construction, Inc.
4 Coppola Street, Nutley, NJ 07110
as Principal, and NGM Insurance Company
55 West Street, Keene, NH 03431
as Surety, are hereby held and firmly bound unto City of Orange
29 North Day Street, Orange, NJ 07050
as Owner, in the penal sum of Ten Percent of Amount of Bid Not to Exceed Twenty Thousand and 00/100
(10% NTE \$20,000.00) DOLLARS,
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 1st day of August, 2023 .

The condition of the above obligation is such that, whereas the Principal has submitted to City of Orange
a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for PY 2022 CDBG Resurfacing of Laurel Street

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 attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder 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 obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

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

Attest/Witness

Lisa Fortin

Cifelli & Son General Construction, Inc.

By: AUNA CIFELLI - PRES.

NGM Insurance Company

Kelly Byrne
Witness: Kelly Byrne, Witness

By: Scott R. Kuzmic
Scott R. Kuzmic, Attorney-in-Fact

CONSENT OF SURETY

City of Orange
29 North Day Street
Orange, NJ 07050

NGM Insurance Company _____ duly qualified to
transact business in the State of New Jersey _____ agrees that if
Cifelli & Son General Construction, Inc. _____
is the successful Bidder for PY' 2022 CDBG Resurfacing of Laurel Street _____

it as surety, will provide the Bidder with bonds in such form and sum as required in the advertisement or in the specifications.

Signed, sealed and dated this 1st day of August, 2023

NGM Insurance Company _____

By: Scott R. Kuzmic
Scott R. Kuzmic, Attorney-in-Fact

Surety Disclosure Statement and Certification

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

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2022 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$600,023,203

- 2) 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, 2023 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$57,978,000

- 3) The amount of the bond to which the statement and certification is attached is \$ 10% NTE \$20,000,00

4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the 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 4(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, Scott R. Kuzmic as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, 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)

Scott R. Kuzmic, Attorney-in-Fact
(Print name of certifying agent/officer)

Date: August 1, 2023

Attorney in Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Eric J Follman Sr, Lynn M Wheelock, Caitlin C. Gaughan, Fernanda L DePaolantonio, Scott R Kuzmic** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lois K Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 1st day of August, 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



**ESSEX COUNTY
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

CONTRACTOR CLEARANCE REQUIREMENTS

To be completed by all Bidders on Community Development Block Grant Projects

Name of Company: Cifelli & Son General Contractors, Inc.

Address: 4 Coppola Street Nutley, NJ 07110

IRS TAX ID: 223342350

DUNS Number: 825789170 SAM CAGE CODE # 5WE31

PRINCIPALS

TITLE	NAME	ADDRESS	SOC SEC #
1. President	Anna Cifelli	4 Coppola Street Nutley, NJ 07110	136-50-2978
2. Secretary	Camello Cifelli	4 Coppola Street Nutley, NJ 07110	148-32-3380
3.			

Are any of the company principals on the Federal or State List of Debarred or Suspended Contractors?

YES _____ NO X

If Yes, please attach a detailed explanation for debarment or suspension

Form completed by:
Anna Cifelli, President
Print Name and Title

Anna Cifelli
Signature

The above information is true to the best of my knowledge and belief. I understand any falsification of facts will result in a determination that the Company is ineligible to work on this project.

DATE: 8/1/23 PROJECT: Laurel Street - Aracose

AFFIRMATIVE ACTION PLAN

The employment policies and practices of Cyrellia Don Hen. Conde, Inc. (hereinafter referred to as the Agency) are to recruit and to hire employees without discrimination because of race, religion, color, sex, age and national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Agency submits this Plan to assure compliance with Title VI of the Civil Rights Act of 1964, or Title VII, as amended in March 1972, whichever is applicable to the Agency, grant conditions and other provisions in OEO grants requiring non-discrimination in employment in all programs funded by OEO and Executive Order #11246 (where applicable), and/or other subsequent orders that may pertain to this program; and, to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

This Agency agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens without regard to race, religion, color, sex, age and national origin.

This Agency further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage all persons to seek opportunities with the Agency and to strive for advancement of this basis.



Signature of Agency Officer

P.L. 1975, C. 127 – Affirmative Action

CHECK THE BOX

- () Fifty (50) or more employees in the entire firm or corporation
(X) Less than fifty (50) employees in the entire firm or corporation

For Firms of Fifty (50) or More Employees: An Employee Information Report (Form AA302) must be completed and returned to the (City, Town, Borough, Township) within seven (7) days after receipt of notification of intent to award contract or receipt of contract, whichever is sooner. An Affirmative Action Plan approved by the Federal Government or the New Jersey Affirmative Action Office is an acceptable alternate. In the space provided below, indicate whether your firm has met any of the requirements listed above. Indicate the number of New Jersey Affirmative Action Certificate of Approvals in the space provided.

For Firms of Less than Fifty (50) Employees: Vendors of less than fifty (50) employees are required to complete and return with bid an Affidavit of Affirmative Action, (see enclosed Exhibit). If during the term of contract the firm's workforce increases to fifty (50) or more employees, the public agency shall be notified. At this time, an Employee information Report (AA302) must be completed and returned to the (City, Town, Borough, Township).

INDICATE IN THE APPLICABLE BOXES BELOW WHETHER YOU HAVE MET ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS.

FIRMS OF FIFTY (50) OR MORE EMPLOYEES

_____ A Federal Certificate of Approval has been received
(Proof of this will be required at the time of award)

_____ A New Jersey Affirmative Action Certificate of Approval has been received. The number is _____ (Proof of this will be required at the time of award)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM NAME: Cipelli's Son Inc. Const. Inc.

SIGNATURE: *Anna Cipelli*

TITLE: President

DATE: 8/1/23 BID IDENTIFICATION: _____

NOTE: IF YOU ARE THE SUCCESSFUL BIDDER, YOUR FIRM IS REQUIRED TO PROVIDE THE ABOVE

AFFIRMATIVE ACTION AFFIDAVIT
(To be completed by firms with less than 50 employees)

STATE OF NEW JERSEY)
) SS.
COUNTY OF ESSEX)

I, Anna Cifelli of the (City, Town, Borough, Township) of Orange in the County of Essex, State of NJ, of full age, being duly sworn according to law on my oath, depose and say that:

1. I am (President, Partner, Owner) of the Firm of Cifelli & Son Construction, Inc. a bidder making a proposal upon the above named project
2. Cifelli & Son Construction, Inc. does not have 50 or more employees, inclusive of all officers and employees of every type
3. I am familiar with the Affirmative Action requirements of P.L. 1975, C. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. Cifelli & Son Construction, Inc. has complied with all Affirmative Action requirements of the State of New Jersey, including those required by P.L. 1975, C. 127, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if Cifelli & Son Construction, Inc. does not comply with P.L. 1975, C. 127, and the rules and regulations pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex, (City, Town, Borough, Township) of Orange, until an Affirmative Action Plan is approved. I am also aware that the contract may be terminated and the corporation may be debarred from all public contracts for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete the Employee Information Report



Signature of Authorized Representative

Subscribed and Sworn to me
before me the 15th day of
August, 2023



(SEAL) Notary Public of New Jersey

Anna Cifelli, President

Print Name and Title

Lisa Pontoriero
Notary Public
New Jersey COMMUNITY DEVELOPMENT FUNDED PROJECT
My Commission Expires 2-22-25 Essex County is an Equal Opportunity Employer
No. 2324665

**SPECIFICATIONS
for the
PY' 48 CDBG Resurfacing of Laurel
Street**

**Prepared for
City of Orange Township
Essex County, New Jersey**

May 2023




**REMINGTON
& VERNICK
ENGINEERS**

1 Harmon Plaza, Suite 600
Secaucus, NJ 07094
(201) 624-2137

RVE Project No. 0717-T-039



Robert J. Klein, P.E. - Lic. No. 42897



6/22/23

Date

Paul D. Cray, P.E. - Lic. No. 37458

Date

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Orange for the **PY' 2022 CDBG Resurfacing of Laurel Street in the City of Orange, Essex County, New Jersey.**

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

Said Bids will be received, opened and read aloud in public at the Municipal Building, City of Orange, 29 North Day Street, 4th Floor Council Chambers, Orange, Essex County, New Jersey on August 1, 2023 at 10:00 am, prevailing time.

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

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

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS.

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

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

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

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

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

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq.(New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et seq.).

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

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

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

**Dwayne D. Warren, Esq.
Mayor**

**Marty Mayes
Director of Public Works and
Engineering
(973) 952-6078**

Dated: July 13, 2023