

CITY COUNCIL**The City of Orange Township, New Jersey**DATE September 5, 2023NUMBER 338-2023

TITLE: A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE ROPES PLAYGROUND IMPROVEMENTS TO PICERNO GIORDANO CONSTRUCTION, LLC, 200 MARKET STREET, KENILWORTH, NEW JERSEY 07033 IN THE AMOUNT NOT TO EXCEED \$1,249,844.00.

WHEREAS, the City of Orange Township did duly advertise on July 14, 2023 for public bids for the Ropes Playground Improvements; and

WHEREAS, on August 8, 2023 the City of Orange Township received three (3) public bids pursuant to the plans and specifications furnished prospective bidders, from the following:

Bidder's Name	Total Base Bid Amount
Picerno Giordano Construction, LLC Kenilworth, New Jersey	\$1,249,844.00
Green Valley Group, Inc. Nanuet, New York	\$1,259,330.00
Zenith Construction Services Orange, New Jersey	\$1,499,791.00

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

WHEREAS, the 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:**

Picerno Giordano Construction, LLC
200 Market Street
Kenilworth, New Jersey 07033

\$1,249,844.00

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

WHEREAS, Picerno Giordano Construction, LLC. 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 Picerno Giordano Construction, LLC from making any reportable contributions throughout the term of the contract; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a part hereof as it set forth in length herein, certifying that monies are available in Account No.C-04-22-059-000-001 (\$1,150,000.00) and Account No. T-11-00-000-000-000 (\$99,844.00)


 A handwritten signature in black ink, appearing to read 'D. A. UZZI', is written over a horizontal line at the bottom right of the page.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the Ropes Playground Improvements to Picerno Giordano Construction, LLC, the aforesaid lowest responsive bidder, in the amount not to exceed \$1,249,844.00.

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
CAPITAL / OPEN SPACE BUDGET

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

Vendor Name: Picerno Giordani Construction

Address#1: 200 Market Street

City: Kenilworth
State: New Jersey
Zip Code: 07033-2032

Purpose: Ropes Playground Improvements

Fund:	General Capital	Open Space Trust Fund
Account Name :	22-059 Ropes Playground	MOSTF
Account Numbers(s):	C-04-22-059-000-001	T-11-00-000-000-000
balance before	1,150,000.00	
requested	1,150,000.00	99,844.00
balance after	0.00	

Vendor ID: PICER010

Purchase Order #: 23-01767

PENDING RESOLUTION

Amount not to exceed: \$ 1,249,844.00

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 Ropes Playground Improvements 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 8, 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

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

City of Orange Township
(Name of Local Contracting Unit)

Ropes Playground Improvements
(Name of Project)

0717-T-038
(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)	TGP
X A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Stockholders Statement)	TGP
X A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Subcontractor's Declaration)	TGP
X A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond, Certified Check or Cashier's Check)	TGP
X A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	TGP

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	TGP
X New Jersey "Business Registration Certificate" Form	TGP
X Background Questionnaire	TGP
X Debarred List Affidavit	TGP
X Submission of a Non-Collusion Affidavit (this form must be notarized)	TGP
X Affirmative Action Requirements	TGP
X Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u>	TGP


X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	TGP
X	Prohibited Russia-Belarus Activities pursuant to P.L. 2022, c. 3.	TGP
X	Mandatory Equal Employment Opportunity Language, pursuant to N. J. S. A. 10:5-31 (P.L. 1975, C.127)	TGP
X	First Source Employment	TGP
X	Hold Harmless Agreement	TGP
X	Business Entity Disclosure Certification, pursuant to N.J.S.A. 19:44A-20.8	TGP
X	Certification on Non-Debarment for Federal Government Contracts Form, pursuant to N.J.S.A. 52:32-44.1	TGP
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	TGP
X	Bid Form	TGP

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: Picerno Giordano Construction, LLC

By Authorized Representative:

Signature: 

Print Name and Title: Toni Giordano Picerno Managing Member

Date: 8/7/2023

Company Name: Picerno Giordano Construction, LLC

Mailing Address: 200 Market St., Kenilworth, NJ 07033

Physical Address: 200 Market St., Kenilworth, NJ 07033

Phone Number : 908-241-4331

Fax Number: 908-241-7854

E-Mail: nina@picernogiordano.com

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

City of Orange Township
(Name of Local Contracting Unit)

Ropes Playground Improvements
(Name of Project)

0717-T-038
(Project or Bid Number)

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

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

Acknowledged by bidder:

Name of Bidder: Picerno Giordano Construction, LLC

By Authorized Representative:

Signature:



Printed Name and Title: Toni Giordano Picerno Managing Member

Date: 8/7/2023

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: Picerno Giordano Construction, LLC

Organization Address: 200 Market Street
Kenilworth, NJ 07033

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
Richard Picerno	241 Faitoute Ave. Kenilworth, NJ 07033
Toni Giordano Picerno	241 Faitoute Ave. Kenilworth, NJ 07033

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.

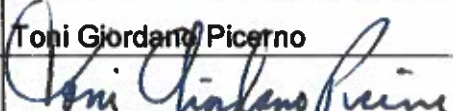
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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
Richard Picerno	241 Faitoute Ave. Kenilworth, NJ 07033
Toni Giordano Picerno	241 Faitoute Ave. Kenilworth, NJ 07033

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):	Toni Giordano Picerno	Title:	Managing Member
Signature:		Date:	8/7/2023

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: _____

Name Central Jersey Plumbing

Phone # 908-687-6400

Address 132 Market St., Kenilworth, NJ 07033

License Number: 0570876

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 _____

Name Quality Electric Phone # 732-787-7549

Address 9 Plum Lane, Holmdel, NJ 07733

License Number: 34EB00924700

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

"See Attached"

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>Not Registered</u>	<u>Registration Number</u>
Bidder <u>Picerno Giordano Construction, LLC</u>	---	<u>626124</u>
(Subcontractor) <u>Quality Electric</u>	---	<u>31081</u>
(Subcontractor) <u>Central Jersey Plumbing</u>	---	<u>675368</u>
(Subcontractor) _____	---	_____
(Subcontractor) _____	---	_____

Subscribed and sworn before me this 7 day of Aug 2023

Sandra Cardinale

Notary Public of

My Commission Expires 5/3, 2024.


(Seal)



Toni Giordano Picerno
Signature

Toni Giordano Picerno Managing Member
Name and Title
(Type or Print)

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

Full Name (Print): Toni Giordano Picerno Signature: 
Title: Managing Member Date: 8/7/2023
Bidder/Vendor: Picerno Giordano Construction, LLC

PROHIBITED RUSSIA-BELARUS ACTIVITIES

Person or Entity: Picerno Giordano Construction, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. The list is found on Treasury's website at the following web address:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

As applicable to the type of contract, the above-referenced list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

- I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Type text here

CONTRACT AMENDMENTS AND EXTENSIONS

- I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name : Toni Giordano Picerno
(Print)

Title: Managing Member

Signature: 

Date: 8/7/2023

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

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

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

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

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

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

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

chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Vendor Name: Picerno Giordano Construction, LLC

Date: 8/7/2023

First Source Employment

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

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

The project consists of the construction of major improvements to an existing municipal park located in the City of Orange Township, Essex County, New Jersey, as follows:

- The project proposes to refurbish an existing municipal park including a playground; a spray park; a basketball court; walkway paths; new benches & trash receptacles; new lighting; perimeter chain link fencing and gates; a shade structure with picnic tables; and all necessary components as detailed on the construction plans. The proposed improvements include providing all new utilities for the various improvements including water, sanitary sewer, drainage, and electric. The spray park will include new underground water supply piping, valves, backflow preventer (BFP) and aboveground stainless-steel cabinet for supply piping distribution.
- The contractor is responsible for purchasing and installing all playground equipment, spray pad equipment, and supplying any equipment required for the installation of the spray park and playground equipment as detailed in the plans, specifications, and as recommended by the respective manufacturers.
- The contractor is responsible for purchasing lighting poles, fixtures, and foundations, and wiring. The contractor is responsible for supplying equipment required for the installation of

the lighting components as detailed in the plans, specifications, and as recommended by the respective manufacturers.

- 1.02 The contractor is responsible for the location of all utilities and for scheduling all work involved with utilities. Any cost related to his coordination shall be included in the various items in the proposal.
- 1.03 Contractor is advised that work in multiple areas may be required in order to complete the entire scope of the contract within the allotted time. Within 10 days of the notice to proceed date; the Contractor shall submit a detailed sequence of work to engineer.
- 1.04 The limit of the Contractor's work area shall be as shown on the drawings. Contractor shall be responsible to obtain additional areas, if required, for storage of materials and equipment at no cost to the Owner.
- 1.05 All related incidental work shall include cleaning and restoration.
- 1.06 The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.
- 1.07 The plans entitled "Ropes Playground Improvements" are appended hereto and are now made part of these specifications.

ARTICLE II - CONTRACT DOCUMENTS

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

- a. This Agreement;
- b. Project Specifications and Bid Documents issued by the 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 **One Hundred & Twenty (120) 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 City of Orange Township

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 City of Orange Township

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
City of Orange Township

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 thereunto, 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

HOLD HARMLESS AGREEMENT

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

And

Picerno Giordano Construction, LLC
(Contractor)

200 Market St., Kenilworth, NJ 07033
Address (not a post office box)

908-241-4331 Fax 908-241-7854
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

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

Signed this 7 day of August 2023

Picerno Giordano Construction, LLC

Name of Bidder

Toni Giordano
Authorized signature and title

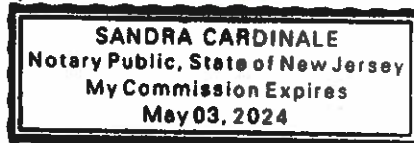
Toni Giordano Picerno Managing Member
Print - Authorized signature and title

Subscribed and sworn to

Before me this 7 day of

Aug, 2023
Sandra Cardinale
Signature of Notary

My Commission expires 5/3 2024



City of Orange Township

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

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

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

**Part I – Vendor Affirmation**

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

**Picerno Giordano Construction, LLC** \_\_\_\_\_ (Contractor)

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

|                                |  |
|--------------------------------|--|
| <b>Dwayne D. Warren</b>        |  |
| <b>Clifford R. Ross</b>        |  |
| <b>Kerry J. Coley</b>          |  |
| <b>Tency A. Eason</b>          |  |
| <b>Jamie Summers-Johnson</b>   |  |
| <b>Quantavia L. Hilbert</b>    |  |
| <b>Weldon M. Montague, III</b> |  |
| <b>Adrienne Wooten</b>         |  |
|                                |  |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership  
 Picerno Giordano Construction, LLC is a Limited Liability Company

| Name of Stock or Shareholder | Home Address                           |
|------------------------------|----------------------------------------|
| Richard Picerno              | 241 Faitoute Ave. Kenilworth, NJ 07033 |
| Toni Giordano Picerno        | 241 Faitoute Ave. Kenilworth, NJ 07033 |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |

**Part III – Signature and Attestation:**

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

Name of Business Entity: Picerno Giordano Construction, LLC

Signed: *Toni Giordano Picerno* Title: Managing Member

Print Name: Toni Giordano Picerno Date: 8/7/2023

|                                                                              |                                                                                           |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Subscribed and sworn before me the <u>7</u> day of <u>Aug</u> , 20 <u>23</u> | <u><i>Sandra Cardinale</i></u><br>(Affiant)                                               |
| My Commission expires: <u>5/3/24</u>                                         | <u>Sandra Cardinale, Receptionist</u><br>(Print name & title of affiant) (Corporate Seal) |

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

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor, shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, as its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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


It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**  
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

| PART I: VENDOR INFORMATION                                       |                                      |
|------------------------------------------------------------------|--------------------------------------|
| Individual or Organization Name                                  | Picerno Giordano Construction, LLC   |
| Address of Individual or Organization                            | 200 Market St., Kenilworth, NJ 07033 |
| DUNS Code (if applicable)                                        | 78-95012029                          |
| CAGE Code (if applicable)                                        | 3EQV6                                |
| Check the box that represents the type of business organization: |                                      |

- Sole Proprietorship (skip Parts III and IV)  
 Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)  
 Limited Liability Company (LLC)  
 Partnership  
 Limited Partnership  
 Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

| PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>&lt;name of contracting unit&gt;</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>&lt;type of contracting unit&gt;</i> to notify the <i>&lt;type of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i>, permitting the <i>&lt;type of contracting unit&gt;</i> to declare any contract(s) resulting from this certification void and unenforceable.</p> |                                                                                     |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Toni Giordano Picerno                                                               |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Managing Member                                                                     |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8/7/2023                                                                            |

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

|                                                          |                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                                 | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be. |
| <b>Name of Individual or Organization</b>                |                                                                                                                                                                                                                                                                                                                                 |
| <b>Home Address (for Individual) or Business Address</b> |                                                                                                                                                                                                                                                                                                                                 |

**OR**

|                                     |                                                                                                                                                                                                                                                                                 |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be. |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Section B (Skip if no Business entity is listed in Section A above)**

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                                                          | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be. |
| <b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b> |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Home Address (for Individual) or Business Address</b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                         |

**OR**

|                                     |                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be. |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Typ

| <b>Section C – Part III Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|--|
| <p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of _____.</p> <p style="text-align: center;">(name of organization)</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>&lt;name of contracting unit&gt;</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <i>&lt;type of contracting unit&gt;</i> to notify the <i>&lt;type of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i>, permitting the <i>&lt;type of contracting unit&gt;</i> to declare any contract(s) resulting from this certification void and unenforceable.</p> |  |        |  |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Title: |  |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Date:  |  |

| <b>Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                  |                                    |                                      |  |  |  |  |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------|------------------------------------|--------------------------------------|--|--|--|--|
| <b>Section A</b>                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                  |                                    |                                      |  |  |  |  |
| ✓                                                                                 | <p>Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Name of Business Entity</th> <th style="width: 50%; text-align: center;">Business Address</th> </tr> </thead> <tbody> <tr> <td>Picerno Giordano Construction, LLC</td> <td>200 Market St., Kenilworth, NJ 07033</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table> | Name of Business Entity | Business Address | Picerno Giordano Construction, LLC | 200 Market St., Kenilworth, NJ 07033 |  |  |  |  |
| Name of Business Entity                                                           | Business Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |                  |                                    |                                      |  |  |  |  |
| Picerno Giordano Construction, LLC                                                | 200 Market St., Kenilworth, NJ 07033                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                  |                                    |                                      |  |  |  |  |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                  |                                    |                                      |  |  |  |  |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                  |                                    |                                      |  |  |  |  |
| <b>**Add additional sheets if necessary**</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                  |                                    |                                      |  |  |  |  |
| <b>OR</b>                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                  |                                    |                                      |  |  |  |  |
| ☐                                                                                 | <p>The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                  |                                    |                                      |  |  |  |  |



| <b>Section B (skip if no business entities are listed in Section A of Part IV)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                               |                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--|
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company). |                                      |  |
| <b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                               | <b>Business Address</b>              |  |
| Picerno Giordano Construction, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                               | 200 Market St., Kenilworth, NJ 07033 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                               |                                      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                               |                                      |  |
| <b>**Add additional Sheets if necessary**</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                               |                                      |  |
| <b>OR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                               |                                      |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.                                                  |                                      |  |
| <b>Section C – Part IV Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                               |                                      |  |
| <p>I hereby certify that the <b>Organization</b> listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>&lt;name of contracting unit&gt;</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>&lt;type of contracting unit&gt;</i> to notify the <i>&lt;type of contracting unit&gt;</i> 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 <i>&lt;type of contracting unit&gt;</i>, permitting the <i>&lt;type of contracting unit&gt;</i> to declare any contract(s) resulting from this certification void and unenforceable.</p> |                                                                                                                                                                                                                                               |                                      |  |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                               | Title:                               |  |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                               | Date:                                |  |

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

|                                                                                     |   |                                |
|-------------------------------------------------------------------------------------|---|--------------------------------|
| In the matter of an award of a contract for public work for a project described as: | ) | STATE OF NEW JERSEY            |
|                                                                                     | ) | DEPARTMENT OF LABOR AND        |
|                                                                                     | ) | WORKFORCE DEVELOPMENT          |
|                                                                                     | ) | DIVISION OF                    |
| [Enter project name]                                                                | ) | WAGE & HOUR COMPLIANCE         |
| Ropes Playground Improvements                                                       | ) |                                |
|                                                                                     | ) |                                |
|                                                                                     | ) | Certification of Lowest Bidder |

Toni Giordano Picerno, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named Picerno Giordano Construction, LLC, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number 626124.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJLW) pursuant to the New Jersey Prevailing Wage Act (NJLW), N.J.S.A. 34:11-56.25 et seq., and corresponding NJLW rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: 8-7-23

Signature: Toni Giordano Picerno  
 Title: Managing Member

**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 ROPES PLAYGROUND IMPROVEMENTS, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the CITY OF ORANGE 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

NOTE: Extension of Unit Prices must be exact.

**BASE BID**

| <u>Item</u> | <u>Quantity</u> | <u>Units</u> | <u>Description</u>                                 | <u>Unit Price</u>    | <u>Amount</u>        |
|-------------|-----------------|--------------|----------------------------------------------------|----------------------|----------------------|
| 1           | 1               | LS           | MOBILIZATION                                       | \$ <u>10,000.00</u>  | \$ <u>10,000.00</u>  |
| 2           | 1               | LS           | SOIL EROSION & SEDIMENT CONTROL                    | \$ <u>3,000.00</u>   | \$ <u>3,000.00</u>   |
| 3           | 1               | LS           | MAINTENANCE & PROTECTION OF TRAFFIC                | \$ <u>10,000.00</u>  | \$ <u>10,000.00</u>  |
| 4           | 1               | LS           | CLEARING SITE                                      | \$ <u>114,000.00</u> | \$ <u>114,000.00</u> |
| 5           | 100             | CY           | DENSE GRADED AGGREGATE                             | \$ <u>75.00</u>      | \$ <u>7,500.00</u>   |
| 6           | 20              | CY           | I-13 SOIL AGGREGATE                                | \$ <u>100.00</u>     | \$ <u>2,000.00</u>   |
| 7           | 115             | TON          | HOT MIX ASPHALT 19M64 BASE COURSE, 3" THICK        | \$ <u>140.00</u>     | \$ <u>16,100.00</u>  |
| 8           | 60              | TON          | HOT MIX ASPHALT 4.75M64 SURFACE COURSE, 1.5" THICK | \$ <u>160.00</u>     | \$ <u>9,600.00</u>   |
| 9           | 20              | SY           | HOT MIX ASPHALT PAVEMENT REPAIR                    | \$ <u>100.00</u>     | \$ <u>2,000.00</u>   |
| 10          | 360             | LF           | INTEGRALLY COLORED 9" X 18" CONCRETE VERTICAL CURB | \$ <u>60.00</u>      | \$ <u>21,600.00</u>  |
| 11          | 20              | SY           | CONCRETE SIDEWALK, 4" THICK                        | \$ <u>100.00</u>     | \$ <u>2,000.00</u>   |

| Item | Quantity | Units | Description                                                                       | Unit Price   | Amount       |
|------|----------|-------|-----------------------------------------------------------------------------------|--------------|--------------|
| 12   | 540      | SY    | INTEGRALLY COLORED CONCRETE<br>SIDEWALK, 4" THICK                                 | \$ 140.00    | \$ 75,600.00 |
| 13   | 1900     | SF    | POURED-IN-PLACE PLAYGROUND<br>RUBBERIZED SAFETY SURFACE (W/<br>UNDERDRAIN SYSTEM) | \$ 21.00     | \$ 39,900.00 |
| 14   | 2050     | SF    | POURED-IN-PLACE SPLASH PAD<br>RUBBERIZED SAFETY SURFACE (W/<br>UNDERDRAIN SYSTEM) | \$ 14.50     | \$ 29,725.00 |
| 15   | 1        | UN    | GATE, PVC COATED CHAIN LINK<br>FENCE, 6' WIDE, 4' HIGH, 2" 5 GAUGE<br>MESH        | \$ 1,100.00  | \$ 1,100.00  |
| 16   | 3        | UN    | GATE, PVC COATED CHAIN LINK<br>FENCE, 6' WIDE, 6' HIGH, 2" 5 GAUGE<br>MESH        | \$ 1,200.00  | \$ 3,600.00  |
| 17   | 306      | LF    | PVC COATED CHAIN LINK FENCE, 6'<br>HIGH, 2" 5 GAUGE MESH                          | \$ 69.00     | \$ 21,114.00 |
| 18   | 273      | LF    | PVC COATED CHAIN LINK FENCE, 8'<br>HIGH, 2" 5 GAUGE MESH                          | \$ 90.00     | \$ 24,570.00 |
| 19   | 1        | UN    | BIKE RACK (COMPLETE W/ 10' L X 6'<br>W, REINFORCED, INTERGRALLY<br>CONCRETE PAD)  | \$ 4,000.00  | \$ 4,000.00  |
| 20   | 7        | UN    | BENCH (COMPLETE W/ 8' L X 4' W, 6"<br>REINFORCED, INTERGRALLY<br>CONCRETE PAD)    | \$ 2,350.00  | \$ 16,450.00 |
| 21   | 6        | UN    | BENCH                                                                             | \$ 2,350.00  | \$ 14,100.00 |
| 22   | 3        | UN    | TRASH RECEPTACLE                                                                  | \$ 1,550.00  | \$ 4,650.00  |
| 23   | 3        | UN    | PICNIC TABLE                                                                      | \$ 1,550.00  | \$ 4,650.00  |
| 24   | 1        | UN    | ADA PICNIC TABLE                                                                  | \$ 1,550.00  | \$ 1,550.00  |
| 25   | 1        | LS    | SHADE STRUCTURE 20' X 20'                                                         | \$ 57,300.00 | \$ 57,300.00 |

| Item | Quantity | Units | Description                                                                                                                                                          | Unit Price    | Amount        |
|------|----------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 26   | 1        | LS    | INSTALLATION OF CUSTOM PLAY STRUCTURE PACKAGE, AGES 5 - 12 (COMPLETE & EQUIPMENT SUPPLIED BY CONTRACTOR)                                                             | \$ 119,700.00 | \$ 119,700.00 |
| 27   | 1        | LS    | INSTALLATION OF WATER SPLASH PAD ELEMENTS WITH WATER SUPPLY, AND CONCRETE PAD FOR CABINET AND METER/BACKFLOW ENCLOSURE (COMPLETE & EQUIPMENT SUPPLIED BY CONTRACTOR) | \$ 305,962.00 | \$ 305,962.00 |
| 28   | 1        | LS    | BASKETBALL/VOLLEYBALL ACRYLIC COURT SURFACER, COLOR COATING AND LINSTRIPIING                                                                                         | \$ 12,675.00  | \$ 12,675.00  |
| 29   | 2        | UN    | INSTALLATION OF BASKETBALL HOOP (COMPLETE WITH NEW POLE)                                                                                                             | \$ 4,800.00   | \$ 9,600.00   |
| 30   | 1        | UN    | PORTABLE VOLLEYBALL NET SYSTEM                                                                                                                                       | \$ 7,389.00   | \$ 7,389.00   |
| 31   | 1        | UN    | WATER BOTTLE FILLER                                                                                                                                                  | \$ 6,500.00   | \$ 6,500.00   |
| 32   | 1        | UN    | RECONSTRUCT INLET, TYPE A                                                                                                                                            | \$ 3,200.00   | \$ 3,200.00   |
| 33   | 1        | LS    | SANITARY CONNECTION, 10' DEEP (COMPLETE WITH ROADWAY RESTORATION)                                                                                                    | \$ 18,000.00  | \$ 18,000.00  |
| 34   | 3        | UN    | TREE REMOVAL, OVER 12" TO 18" DIAMETER                                                                                                                               | \$ 3,500.00   | \$ 10,500.00  |
| 35   | 50       | SY    | TOPSOIL SPREADING, 4" THICK                                                                                                                                          | \$ 6.50       | \$ 325.00     |
| 36   | 50       | SY    | FERTILZING AND SEEDING, TYPE A-3                                                                                                                                     | \$ 3.50       | \$ 175.00     |
| 37   | 50       | CY    | BORROW TOPSOIL (IF AND WHERE DIRECTED)                                                                                                                               | \$ 65.00      | \$ 3,250.00   |
| 38   | 1        | LS    | LANDSCAPING                                                                                                                                                          | \$ 2,000.00   | \$ 2,000.00   |

| Item | Quantity | Units | Description                                                                                                                                                                       | Unit Price    | Amount        |
|------|----------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 39   | 1        | LS    | POWER WASH & PAINT 2' HIGH WALL<br>(TWO "WALLS" TOTAL)                                                                                                                            | \$ 3,000.00   | \$ 3,000.00   |
| 40   | 1        | LS    | CLEANING, RESTORATION &<br>BONDING (ELECTRICAL)                                                                                                                                   | \$ 16,800.00  | \$ 16,800.00  |
| 41   | 1        | LS    | AS-BUILT DRAWINGS                                                                                                                                                                 | \$ 2,500.00   | \$ 2,500.00   |
| 42   | 1        | LS    | ELECTRICAL DEMOLITION &<br>RENOVATION                                                                                                                                             | \$ 9,200.00   | \$ 9,200.00   |
| 43   | 1        | LS    | COMMON WORK RESULTS FOR<br>ELECTRICAL - MATERIALS AND<br>METHODS                                                                                                                  | \$ 74,859.00  | \$ 74,859.00  |
| 44   | 1        | LS    | CONDUCTOR & CABLES                                                                                                                                                                | \$ 4,400.00   | \$ 4,400.00   |
| 45   | 1        | LS    | GROUNDING & BONDING                                                                                                                                                               | \$ 1,900.00   | \$ 1,900.00   |
| 46   | 1        | LS    | HANGERS & SUPPORTS                                                                                                                                                                | \$ 750.00     | \$ 750.00     |
| 47   | 1        | LS    | RACEWAY & BOXES                                                                                                                                                                   | \$ 750.00     | \$ 750.00     |
| 48   | 1        | LS    | ELECTRICAL IDENTIFICATION                                                                                                                                                         | \$ 150.00     | \$ 150.00     |
| 49   | 1        | LS    | PANELBOARDS AND<br>SWITCHBOARDS                                                                                                                                                   | \$ 3,125.00   | \$ 3,125.00   |
| 50   | 1        | LS    | WIRING DEVICES                                                                                                                                                                    | \$ 3,125.00   | \$ 3,125.00   |
| 51   | 1        | LS    | PURCHASE AND INSTLALLATION OF<br>MUSCO LIGHT POLES, FIXTURES &<br>FOUNDATIONS INCLUDING ALL<br>TRENCHING, EXCAVATION, WIRING,<br>BACKFILLING, COMPACTION, AND<br>MUSCO CONTROLLER | \$ 133,050.00 | \$ 133,050.00 |
| 52   | 1        | UN    | GREEN ACRES SIGN                                                                                                                                                                  | \$ 850.00     | \$ 850.00     |

**Item**   **Quantity**   **Units**   **Description**   **Unit Price**   **Amount**

---

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

\$ 1,249,844.00

One Million Two Hundred Forty Nine  
Thousand Eight Hundred Forty Four Dollars

**TOTAL AMOUNT BID WRITTEN OUT**



**SIGNATURE**

Toni Giordano Picerno Managing Member

**NAME & TITLE**

8/8/2023

**BID DATE**

Picerno Giordano Construction, LLC

**COMPANY NAME**



Endurance Assurance Corporation
New Jersey Bid Bond

Know all men by these presents:

That Picerno Giordano Construction, LLC, as Principal, and Endurance Assurance Corporation, a corporation organized under the laws of Delaware (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Orange (hereinafter called the Obligee) in the full and just sum of 10.00 % Percent of the Total Bid Amount not to exceed \$20,000.00

, good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 3rd day of August, 2023 A.D.

The condition of the obligation is such, that:

If the Obligee shall make any award within 60 days to the Principal for Ropes Playground Improvement according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal: Picerno Giordano Construction LLC

By: [Signature]
Name & Title: Managing Member

(SEAL)

Surety: Endurance Assurance Corporation

By: [Signature]
Name: Adriana Giammichele
(Attorney-in-Fact)





**Endurance Assurance Corporation  
Surety Consent**

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, Endurance Assurance Corporation herein called the Company, consents and agrees that if the contract for Ropes Playground Improvement

for which the preceding proposal is made be awarded to Picerno Giordano Construction, LLC herein called the Bidder, the Company will become bound as Surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such contract when notified or awarded then the Company will pay to City of Orange herein called the Obligee, the difference between the amount of the Bidder's bid or proposal, and the lowest amount in excess of said bid, or proposal, for which the Obligee may be able to award said contract within a reasonable time.

Signed, sealed and dated 3rd August, 2023.

Principal: Picerno Giordano Construction, LLC

By: *Picerno Giordano*

Name & Title: *Managing Member*

(SEAL)

Surety: Endurance Assurance Corporation

By: *Adriana Giammichele*

Name: Adriana Giammichele

(Attorney-in-Fact)

# Surety Acknowledgement

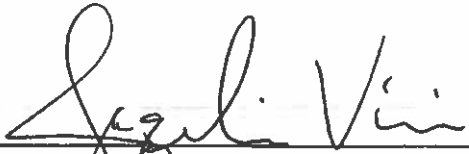
State of New Jersey

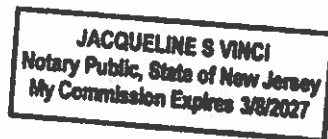
County of Essex

On this 3<sup>rd</sup> day of August in the year 2023 before me personally came Adriana Giammichele to me known, who, being by me duly sworn, did depose and say that he/she resides in Passaic County, New Jersey that he/she is the Attorney-In-Fact for

## **Endurance Assurance Corporation**

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.

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



# Corporate Acknowledgement

STATE OF New Jersey

COUNTY OF Union

On this 7 day of August the year 2023 before me Sandra Cardinale,

NOTARY PUBLIC personally appeared Toni Giordano Picerno

personally known to me (or proved to me on the basis of satisfactory evidence) to be

the person who executed the within instrument as president (or secretary) or on

behalf of the corporation therein named and acknowledged to me that the

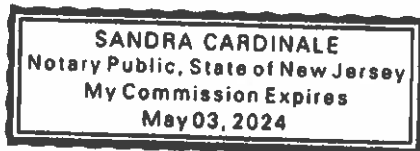
corporation executed it.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal,  
the date and year first above written.

My Commission expires 5/3/24 Sandra Cardinale

Notary Public, residing in nj



ENDURANCE ASSURANCE CORPORATION

081

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint David M. Solimine, Vincent G. Matthews, Emil W. Solimine, Donald L. Feller, Anthony R. Ferrara, Adriana Giammichele its true and lawful Attorney(s)-in-fact, at LIVINGSTON in the State of NJ and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 6th day of NOVEMBER of 2018 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert signature

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK COUNTY OF NEW YORK

ss: MANHATTAN

On the 6th day of NOVEMBER of 2018 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

Notary Seal: Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

Nicholas James Benenati signature

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

ss: MANHATTAN

CERTIFICATE

CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others: CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

RESOLVED, that the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of August, 2023.

(Corporate Seal)

Christopher Donelan signature

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void. Primary Surety Claims Submission: suretybondclaims@sompo-intl.com Surety Claims Hotline: 877-678-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 16th Floor, New York, NY 10020

**ENDURANCE ASSURANCE CORPORATION**  
**FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS**  
As of December 31, 2022

|                                                                      |                          |
|----------------------------------------------------------------------|--------------------------|
| <b>ASSETS:</b>                                                       |                          |
| Bonds                                                                | \$ 7,059,123,973         |
| Stocks                                                               | \$ 2,392,618,615         |
| Other invested Assets                                                | \$ 341,410,213           |
| Cash, Cash Equivalents and Short-Term Investments                    | \$ 1,094,982,499         |
| Receivable for Securities                                            | \$ 5,040,617             |
| <b>Total Cash and Invested Assets</b>                                | <b>\$ 10,893,175,916</b> |
| Agents' Balances or Uncollected Premiums                             | \$ 3,995,122,766         |
| Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments | \$ 1,021,522,572         |
| Funds Held By or Deposited With Reinsurance Companies                | \$ 395,751,229           |
| Federal & Foreign Income Tax Recoverable & Interest Thereon          | \$ -                     |
| Net Deferred Tax Assets                                              | \$ 191,852,444           |
| Receivables From Parent, Subsidiaries & Affiliates                   | \$ 39,365,910            |
| Aggregate Write-Ins for Other Than Invested Assets                   | \$ 68,569,185            |
| Investment Income Due and Accrued                                    | \$ 39,919,379            |
| <b>Total Admitted Assets</b>                                         | <b>\$ 16,645,279,402</b> |
| <b>LIABILITIES:</b>                                                  |                          |
| Losses                                                               | \$ 5,067,053,293         |
| Loss Adjustment Expenses                                             | \$ 636,551,682           |
| Reinsurance Payable on Paid Loss and Loss Adjustment Expenses        | \$ 1,648,120,859         |
| Taxes Licenses and Fees                                              | \$ 20,735,383            |
| Current Federal & Foreign Income Taxes                               | \$ 11,753,591            |
| Unearned Premiums                                                    | \$ 2,693,071,589         |
| Advance Premium                                                      | \$ 3,969,846             |
| Ceded Reinsurance Premiums Payable                                   | \$ 1,222,920,283         |
| Funds Held Under Reinsurance Treaties                                | \$ 121,763,218           |
| Commissions Payable, Contingent Commissions and Similar Items        | \$ 10,761,501            |
| Amounts Withheld or Retained by Company for Account of Others        | \$ 727,804,830           |
| Remittances and Items Not Allocated                                  | \$ 108,020,240           |
| Other Expenses Payable                                               | \$ 32,218,055            |
| Payable to Parents, Subsidiaries and Affiliates                      | \$ 53,587,180            |
| Payable for Securities                                               | \$ 30,889,634            |
| Provision for Reinsurance                                            | \$ 77,480,646            |
| Other Liabilities                                                    | \$ 94,352,512            |
| <b>Total Liabilities</b>                                             | <b>\$ 12,561,054,342</b> |
| <b>CAPITAL AND SURPLUS:</b>                                          |                          |
| Special Surplus Funds - Retroactive Reinsurance Gain                 | \$ 1,669,252             |
| Common Capital Stock                                                 | \$ 5,000,000             |
| Surplus Notes                                                        | \$ 350,000,000           |
| Gross Paid In and Contributed Surplus                                | \$ 3,480,137,280         |
| Unassigned Funds (Surplus)                                           | \$ 247,418,528           |
| <b>Total Capital and Surplus</b>                                     | <b>\$ 4,084,225,060</b>  |
| <b>Total Liabilities and Capital and Surplus</b>                     | <b>\$ 16,645,279,402</b> |

I, Entela Hans, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2022 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hans, Treasurer

Subscribed and sworn to before me this 15<sup>th</sup> day of March, 2023:



Notary Public - State of New York  
DAWNE E. GIBSON

NOTARY PUBLIC-STATE OF NEW YORK

No. 01G16114191

Qualified in Westchester County

My Commission Expires 08-08-2024

Client#: 366213

PICERGIORD

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2023

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

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

PRODUCER: Marsh & McLennan Agency LLC, Park 80 West, Plaza Two, 250 Pehle Avenue, Suite 400, Saddle Brook, NJ 07663. CONTACT NAME: Kevin Hill, AAI, CIC. PHONE: 201 845-6600. E-MAIL: Kevin.Hill@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: Everest National Insurance Company, Burlington Insurance Company, Navigators Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and CL Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re:Ropes Playground, Orange, NJ THE CITY OF ORANGE AND REMINGTON & VERNICK ENGINEERS, CITY OF ORANGE TOWNSHIP and CITY OF ORANGE TOWNSHIPS SOLICITOR are included as Additional Insured when required by written contract, agreement or permit, and subject to the provisions and limitations of the policy. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER: The City of Orange, 29 North Day St, Orange, NJ 07050. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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07/14/14

Taxpayer Identification# 030-512-029/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292

I wish you continued success in your business endeavors

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 718  
TRENTON, NJ 08646-0718

TAXPAYER NAME:

PICERNO GIORDANO CONSTRUCTION, LLC

TRADE NAME:

ADDRESS:

200 MARKET STREET  
KENILWORTH NJ 07033-2032

EFFECTIVE DATE:

SEQUENCE NUMBER:

0116923

ISSUANCE DATE:

07/14/14

  
Director  
New Jersey Division of Revenue

Certificate Number  
626124

Registration Date: 07/03/2023  
Expiration Date: 07/02/2025



# 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):**  
Richard Picerno, Manager

**Responsible Representative(s):**  
Toni Giordano Picerno, Managing Member

**PICERNO GIORDANO CONSTRUCTION LLC**

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

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

NON TRANSFERABLE

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



PICERNO-GIORDANO CONSTRUCTION, LLC  
200 MARKET STREET  
KENILWORTH, NJ 07033

*State of New Jersey*



**DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08626-0034**



**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

| Aggregate Amount | Trade(s) & License(s)                        | Effective Date | Expiration Date |
|------------------|----------------------------------------------|----------------|-----------------|
| \$8,000,000      | C061 -ATHLETIC FIELDS/SYNTHETIC TURF         | 08/07/2022     | 08/06/2024      |
|                  | C060 -ATHLETIC FIELDS/TRACKS/COURTS          | 08/07/2022     |                 |
|                  | C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK  | 08/07/2022     |                 |
|                  | C022 -FENCING                                | 08/07/2022     |                 |
|                  | C009 -GENERAL CONSTRUCTION/ALTER.& ADDITIONS | 08/07/2022     |                 |
|                  | C054 -SITE WORK                              | 08/07/2022     |                 |

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at [http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27\\_03\\_07.pdf](http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf).

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).

Certification 5542

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-Feb-2022~~ to ~~15-Feb-2029~~

**PICERNO GIORDANO CONSTRUCTION, L**  
**200 MARKET STREET**  
**KENILWORTH NJ 07033**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

**SHEILA OLIVER**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

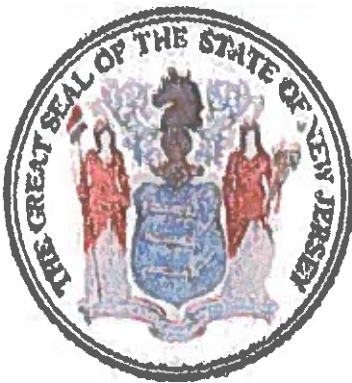
### **APPROVED**

*under the*  
Small Business Set-Aside Act

This certificate acknowledges PICERNO-GIORDANO CONSTRUCTION, LLC as a Category 3 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki  
Deputy Director

Issued: 9/21/2020  
Certification Number: A0123-62

Expiration: 9/21/2023



200 Market Street Kenilworth, NJ 07033 ☐ Ph: 908-241-4331 Fax: 908-241-7854 ☐ [www.picernogiordano.com](http://www.picernogiordano.com)

### Affirmative Action Statement

We comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et. Seq., the New Jersey Law against Discrimination N.J.S.A 10:5-1 et. seq., N.J.A.C. 17:27-1.1 et. Seq., and N.J.A.C. 6:4-1.6.

Sincerely,

A handwritten signature in blue ink that reads "Toni Giordano Picerno". The signature is fluid and cursive.

Picerno-Giordano Construction, LLC  
Toni Giordano Picerno, Managing Member

8-2-23

Date



200 Market Street  
 Kenilworth, NJ 07033  
 Phone (908) 241-4331  
 Fax (908) 241-7854  
 www.picernogiordano.com

**Construction Experience of Key Personnel**

|                       |          |                       |
|-----------------------|----------|-----------------------|
| Richard Picerno       | 47 years | Manager               |
| Toni Giordano Picerno | 35 years | Managing Member       |
| Nina Vera             | 20 years | Project Administrator |
| Americo Trujillo      | 28 years | Foreman/Site Super    |
| Sean Conway           | 3 Years  | Foreman/Site Super    |

**Trade References**

1) Garden State Bobcat Mike Denardo 732-780-6880 mdenardo@bobcatnj.com  
 Company Name Contact Person Phone Number email only

999 Route 33 Freehold New Jersey 07728  
 Address City State Zip

2) Superior Recreational Eqp Thalila Maddox Thalila.maddox@silbrnads.com  
 Company Name Contact Person Phone Number email only

150 Adamson Industrial Blvd Carrollton Georgia 30117  
 Address City State Zip

3) BDS Builders LLC Catia Cruz (908) 486-1831 catia@bdsbuilders.com  
 Company Name Contact Person Phone Number email only

2200 Urbanowitz Avenue Linden NJ 07036  
 Address City State Zip

**Projects In Progress**

| Project Name        | Owner                       | Estimated Completion | Percent Complete |
|---------------------|-----------------------------|----------------------|------------------|
| Dennis Collins Park | City of Bayonne             | Summer 2023          | 95%              |
| Pappainni Park      | Township of Eidson          | Fall 2023            | 45%              |
| Fisher Field        | Township of North Arlington | Fall 2023            | 60%              |

I certify that the above is accurate to the best of my knowledge.

8-2-23

Picerno - Giordano Construction, LLC  
 Toni Giordano Picerno, Managing Member

Date



200 Market Street  
Kenilworth, NJ 07033  
Phone (908) 241-4331  
Fax (908) 241-7854  
[www.picernogiordano.com](http://www.picernogiordano.com)

## Equipment Listing

### Excavators

- CAT 349 with 2D/3D Grade Control - 4.5 YD Capacity
  - 72" & 30" buckets
- CAT 325 with 2D/3D Grade Control – 2.5 YD Capacity
  - 74" flat bucket & 48" bucket
- CAT 308 with 2D/3D Grade Control
  - 54", 36", 24" buckets
- CAT 306
  - 72" tilt bucket, 38", 24", 12" buckets
- CAT 304
  - 54" flat bucket, 38", 24", 12" buckets

### Skid Steers

- CAT 299D3 with 2D Laser and 3D GPS Grade Control – w/ GB124 Precision Grading Blade with Laser and 3D Grade Control
- CAT 289D3
- Bobcat T570
- Bobcat S250

### Loader

- Hyundai HL940A w/ 3.5 YD GP Bucket, 2.5 YD Side Dump, Forks

### Dozer

- Brand New Cat D5XE with 2D/3D Grade Control – Total Station capable – 5.5 YD Blade

### Haul Truck

- Cat 730 30 Ton Haul truck – 23.9 YD Capacity

### Rollers

- Dynapac CA1300D 54" Smooth Drum Dirt Roller
- Cat CB54 84" Smooth Drum Dirt Roller
- Hamm HD12 48" Double Drum Roller

### Drone

- Propellor Mavic Air 3 Enterprise Survey Mapping Drone- 1/10' Accuracy or Less

### Man Lift

- JLG450A

### Site Layout

- Complete Trimble Rover Package, including Trimble Business Center to Build Models and make adjustments as need be.
- Topcon Rotary Lasers for Machine Control and Standard stick elevation
- Topcon TP-L6 Pipe Laser

### Trucks

- 5 Ford Super duty Pick Ups with 3 Respective Size Trailers
- F750 with 20-ton Eager Beaver Trailer
- Mack tractor with 35 Ton Lowboy and 22' Dump Trailer
- Ford Transit Van
- Chevy 3500 Van
- Freightliner Box Truck
- 32' Jobsite Trailer

### Paving equipment

- Lee Boy Paver 8515
- Lee Boy Paver 8500
- Hamm HP12 Roller
- Dynapac 120 Double Roller
- Beuthling B100 Static Roller
- Kabota Sweeper Bucket



| Project & Scope of Work                                                                                                                                                                                                                                                                                                                      | Address                                                                                                                      | Owner                                           | Engineer/ Contact                                                                                      | Contract Amount | Date Completed | Extension Necessary? | Penalties Imposed? | Lien Claims? |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------|----------------|----------------------|--------------------|--------------|
| 10th St. Park Improvements<br>Spraypave with concrete splashpad, playground areas with rubber tile surfacing, gazebo, fencing, site furniture, decorative lighting, retaining wall, drainage improvements                                                                                                                                    | 1024 Columbia Avenue<br>North Bergen, NJ 07470                                                                               | Township of North Bergen                        | Boswell Engineering<br>Pat Pasucci<br>201-641-0770                                                     | \$1,032,604.00  | Jun-22         | No                   | No                 | No           |
| Elmora Baseball Club Renovation<br>Casting, bench/jerms, cap stone & wall repair, tree removal & grinding, asphalt, remove & replace granite curb, remove & replace rubber top course play surface, landscaping work, pickleball net system, access ramp, remove old and replace with new jersey net and post, sidewalk replacement, grading | 23 Fernwood Terrace<br>Elizabeth, NJ 07208                                                                                   | City of Elizabeth                               | Collins Engineering & Design<br>Gus Delibato<br>732-241-8479                                           | \$448,786.50    | May-22         | No                   | No                 | No           |
| Columbia Park Improvements<br>Remove existing play equipment, remove and replace with new rubber surfacing, install crushed stone, concrete slab, play equipment, security fencing                                                                                                                                                           | 156 Windfield Avenue<br>Jersey City, NJ 07305                                                                                | City of Jersey City                             | Manzano Recreation<br>Cooper<br>732-781-9034                                                           | \$167,032.50    | Dec-21         | No                   | No                 | No           |
| Verona Schools Playground Upgrades. Demolition of playground equipment and surfacing, installation of fencing, drainage, concrete, asphalt, and playground equipment                                                                                                                                                                         | 118 Forest Avenue,<br>18 Lantry Road,<br>14 Broad Oaks Court,<br>125 Grove Ave,<br>Verona NJ 07044                           | Verona Public Schools - Board of Education.     | Legacy Construction Management<br>Connor O Brian<br>908-413-3259<br>or<br>Brian Moosda<br>908-403-1297 | \$732,188.00    | Dec-21         | No                   | No                 | No           |
| Sixteen Street Park Improvements<br>Demo of existing spray pave installation of new spray pad, underground detention system, drainage, and concrete surfacing.                                                                                                                                                                               | Hudson Street & Fourth Street,<br>Hoboken NJ 07030                                                                           | City of Hoboken                                 | Suburban Consulting Engineers<br>Bob Gregoria<br>973-346-2036                                          | \$85,103.00     | Aug-21         | No                   | No                 | No           |
| Arlinson Park Improvements<br>Demolition, tree removal, utility removal, installation of water service, electrical, concrete, splash pad, play equipment, rubber surfacing, fencing and landscaping                                                                                                                                          | 103 Bergen Avenue, Jersey City NJ 07305                                                                                      | City of Jersey City                             | Jersey City Division of Architecture<br>Chris Charnas<br>201-547-5900                                  | \$982,081.00    | Aug-21         | No                   | No                 | No           |
| Basketball Court, Reconfiguration at Farley & Jerseyland Parks<br>Demo of existing backstops and replace with new, demo foundations, milling, pavement, sport court surface system, striping, site restoration                                                                                                                               | Farley Park - Farley Ave.<br>Jerseyland Park - Berklum Rd<br>Plains, NJ 07076                                                | Township of Scotch Plains                       | Maser Consulting<br>Bozarna Ledras<br>908-322-6700                                                     | \$135,277.00    | Jun-21         | No                   | No                 | No           |
| Marshall Field Playground Improvements<br>Playground equipment, safety surface, site restoration                                                                                                                                                                                                                                             | Jack J Healy Drive<br>Ridge, NJ 07856                                                                                        | Borough of Park Ridge                           | Negla Engineering<br>David Juzanski<br>201-939-8805                                                    | \$206,196.00    | Jun-21         | No                   | No                 | No           |
| Northern Highlands High School<br>Installation of new asphalt tennis courts, fencing, color coating, installation of tennis system, installation of landscaping trees                                                                                                                                                                        | 288 Halsea Ave<br>Aledale NJ 07401                                                                                           | Northern Highlands Region HS Board of Education | LAN Associates<br>James Mauer<br>201-274-9161                                                          | \$851,675.00    | Dec-20         | No                   | No                 | No           |
| Jefferson & Roosevelt Schools<br>Installation of new 1st Field, New Play structures, new rubber surfacing, Concrete Curbing, New Asphalt Court, Color coating, Line Striping, new parking lot pavements, traffic line markings and symbols, sports goal set up, electrical work, Light Fixtures Installation, Landscaping, Drainage          | Jefferson School #1<br>390 Van Houten Ave<br>Passaic NJ 07055<br>Roosevelt School #10<br>151 Harrison St<br>Passaic NJ 07055 | Passaic Board of Education                      | FVHD Architects<br>Blair Debra<br>732-312-9759                                                         | \$1,150,000.00  | Dec-20         | No                   | No                 | No           |
| Marshall Lane<br>Installation of New Play Unit, Back Wall Installation, Concrete, Irrigation System, Drainage, Site Services Installation, Water Connectors                                                                                                                                                                                  | 199 Roosevelt Drive<br>Wood-Ridge NJ 07075                                                                                   | Borough of Wood-Ridge                           | Negla Engineering<br>Blair Patricia<br>201-939-8805                                                    | \$489,615.00    | Dec-20         | No                   | No                 | No           |



|                                                                                                                                                                                                                               |                                                |                                                    |                                                                         |                |        |    |    |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------|----------------|--------|----|----|----|
| Van Vleet Park<br>Installation of Playground Equipment, Install of Rubber Surfacing, Irrigation Repair                                                                                                                        | 257-287 Monmouth St<br>Jersey City NJ 07302    | City of Jersey City                                | Jersey City<br>Division of Architecture<br>Chris Cheras<br>201-547-5800 | \$258,980.00   | Nov-20 | No | No | No |
| Cliffside Park High School Improvements:<br>Parking Lot Improvements, Sidewalk Improvements                                                                                                                                   | 500 Garage Rd<br>Cliffside Park NJ 07010       | Housing Authority of the Borough of Cliffside Park | Coppa Montalbano Architects<br>Mark Montalbano<br>973-690-6989 X709     | \$127,384.00   | May-20 | No | No | No |
| Coloast Park Spray Park: Completion of a new Spray Park including grading, drainage, landscaping and installation of site amenities                                                                                           | Melthers Rd & Colonial Dr<br>Somerset NJ 08873 | County of Somerset                                 | Somerset County Engineering<br>Adam Bloom, P.E.<br>908-231-7018         | \$610,510.00   | Sep-19 | No | No | No |
| Walesington Park: Construction of ADA Accessible Playground                                                                                                                                                                   | 500 Bloomfield Avenue<br>Bloomfield NJ 07003   | The County of Essex                                | Remington & Venick<br>201-624-2137                                      | \$1,436,000.00 | Jul-19 | No | No | No |
| Kennedy Lane Dog Run & Playground<br>Improvements - Completion of a new Dog Run, Playground & Gazebos including demo, earthwork, Safety surface, fencing, landscaping                                                         | 30 Kennedy Lane<br>Wood-Ridge, NJ 07075        | Borough of Wood-Ridge                              | Neglia Engineering<br>Ethan Indraco<br>201-693-2617                     | \$731,032.00   | Jul-22 | No | No | No |
| Improvements to 28th Street Park<br>Demo, concrete work, Rubber surfacing, asphalt, decorative rail, fencing, play structure restoration, landscaping                                                                         | 87 East 28th St<br>Bayonne, NJ 07002           | City of Bayonne                                    | CME Associates<br>3141 Bordenham Avenue<br>Perth NJ 08059               | \$416,073.00   | May-22 | No | No | No |
| Dennis P. Collins Park: Playground Equipment, Banded Rubber Surfacing, Fencing, Landscaping, Volleyball Courts, Fitness Equipment, Dog Park Installation, Tennis Court Reconstruction, Seal Coating Asphalt, Stamped Concrete | 211 West 1st Street<br>Bayonne NJ 07002        | City of Bayonne                                    | CME Associates<br>3141 Bordenham Avenue<br>Perth NJ 08059               | \$1,719,675.00 | Dec-17 | No | No | No |





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOHN J. FACCAS, INC.  
**Trade Name:** QUALITY ELECTRICAL CONST CO  
**Address:** 9 PLUM LN  
 HOLMDEL, NJ 07733  
**Certificate Number:** 0101195  
**Effective Date:** September 19, 1972  
**Date of Issuance:** May 26, 2022

**For Office Use Only:**  
 20220526074256804

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
 TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect  
**NEW JERSEY SALES & USE TAX**  
 pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein  
 This authorization is null and void if any change of ownership or address is effected

**JOHN J. FACCAS, INC.**  
**QUALITY ELECTRICAL CONST CO**  
**9 PLUM LN**  
**HOLMDEL NJ 07733**

*[Signature]*  
 Acting Director, Division of Taxation

Tax Registration No **XXX-XXX-215/000**  
 Tax Effective Date **04-01-80**  
 Document Locator No **C0000706252**  
 Date Issued **08-18-22**

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

Certificate Number  
31081

Registration Date: 04/12/2022  
Expiration Date: 04/11/2024



## 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):  
John Faccas, President

Responsible Representative(s):  
Fran Faccas, Vice-President

QUALITY ELECTRICAL CONSTRUCTION COMPANY  
**2022**

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

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

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

HAS LICENSED

QUALITY ELECTRICAL CONSTRUCTION CO  
JOHN J FACCAS  
9 Plum Lane  
Holmdel NJ 07733

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

10/20/2021 TO 03/31/2024

VALID

34EB00924700

LICENSE/REGISTRATION/CERTIFICATION #

*John J. Faccas*  
Signature of Licensee/Registrant/Certificate Holder

*K.T. My*  
ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors  
HAS LICENSED  
QUALITY ELECTRICAL CONSTRUCTION CO  
Electrical Business Permit

*John J. Faccas*  
SIGNATURE

10/20/2021 TO 03/31/2024

VALID

34EB00924700

License/Registration/Certificate #

*K.T. My*  
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST

PLEASE NOTIFY:  
Board of Examiners of Electrical Contractors  
P.O. Box 45006  
Newark, NJ 07101

PLEASE DETACH HERE

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

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

HAS LICENSED

JOHN J. FACCAS  
54 AVONDALE LN  
ABERDEEN NJ 07747-1236

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

03/19/2021 TO 03/31/2024

VALID

34EI00924700

LICENSE/REGISTRATION/CERTIFICATION #

*John J. Faccas*  
Signature of Licensee/Registrant/Certificate Holder

*Mark Cubo*  
ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Examiners of Electrical Contractors  
HAS LICENSED  
JOHN J FACCAS  
Electrical Contractor

SIGNATURE

03/19/2021 TO 03/31/2024

VALID

34EI00924700

License/Registration/Certificate #

*Mark Cubo*  
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST

PLEASE NOTIFY:  
Board of Examiners of Electrical Contractors  
P.O. Box 45006  
Newark, NJ 07101

PLEASE DETACH HERE

# CERTIFICATE of PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

John J. Faccas, Inc. dba Quality Electrical Construction Co.

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),  
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY  
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

**ABCNJ - ERISA TRUST PARTICIPATOR**  
Trade(s) covered by participation: **Electrical**



SIGNED, *Robert M. Brown*, ERISA Trustee Chair

EXPIRES 5.31.2023

NJ DOL Program # 2019-NJ-72802  
Cert# 13901967  
Issue Date 4.20.2022



**New Jersey  
Chapter**

Certification 28346

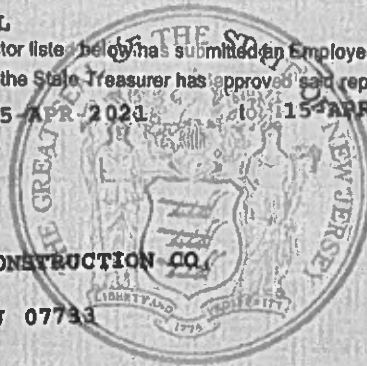
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2021** to **15-APR-2028**

**QUALITY ELECTRICAL CONSTRUCTION CO.**  
**9 PLUM LANE**  
**HOLMDEL NJ 07733**

NJ 07733



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CENTRAL JERSEY  
**Trade Name:**  
**Address:** 132 MARKET ST  
KENILWORTH, NJ 07033  
**Certificate Number:** 0570876  
**Effective Date:** August 05, 1991  
**Date of Issuance:** March 22, 2010

**For Office Use Only:**  
20100322113710073

Certificate Number  
675368

Registration Date: 02/24/2022  
Expiration Date: 02/23/2024



# 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:

## Central Jersey Sales & Service Inc Plumbing Divisi 2022

Responsible Representative(s):  
Christopher Appicce, President

Responsible Representative(s):  
John Appicce, Director

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

New Jersey Office of the Attorney General  
Division of Consumer Affairs

**THIS IS TO CERTIFY THAT THE  
Board of Exam. of Master Plumbers  
HAS LICENSED**

Carl V. Borino  
Master Plumber



05/08/2023 TO 08/30/2025  
VALID

*Carl Borino*  
SIGNATURE

36B101180900

License/Registration/Certificate #

*Carri Z...*  
ACTING DIRECTOR