

**CITY COUNCIL**

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

**DATE** May 7, 2024

**NUMBER** 269-2024

**TITLE:** A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT TO PUGLIESE POOL SERVICE, INC., 15 STANDISH AVENUE, WEST ORANGE, NEW JERSEY 07052 FOR THE MAINTENANCE OF POOLS AND SPRAY PARK COMMENCING MAY 1, 2024 THROUGH SEPTEMBER 30, 2025 IN AN AMOUNT NOT TO EXCEED \$73,164.00 PER YEAR.

**WHEREAS**, the City of Orange Township did duly advertise on April 3, 2024, for public bids for the Maintenance of Pools and Spray Park (Central, Colgate, Ropes and Metcalf Parks); and

**WHEREAS**, on April 17, 2024, the City of Orange Township received one (1) public bid pursuant to the specifications from the prospective bidder as described below:

Bidder:	Total Bid:
Pugliese Pool Service, Inc. West Orange, New Jersey	\$ 73,164.00

**WHEREAS**, it is the recommendation of the Director of Public Works & Engineering that a contract be awarded to Pugliese Pool Service, Inc.; and

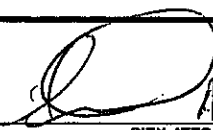
**WHEREAS**, Pugliese Pool Service, Inc. has furnished the City of Orange Township with a Ten Percent (10%) Stockholder Affidavit in accordance with Assembly Bill OCR-A-22; and

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

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No. T-11-00-000-000-000 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 & 2025 Budgets, there will be sufficient funds to contract with Pugliese Pool Service, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township that a contract be awarded for the Maintenance of Pools and Spray Park to Pugliese Pool Service, Inc., as lowest responsive bidder, in an amount not to exceed \$73,164.00 per year.

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

  
A. MIZRAHI  
CITY ATTORNEY

**Adopted: May 7, 2024**

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Joyce L. Lanier  
City Clerk

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Tency A Eason  
Council President

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
Municipal Open Space Trust Fund

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that, based on the experience record of the prior year, and based on the Quote, RFP, or RFQ bid results, "extraordinary unspecifiable services" without competitive bids or inclusion in a cooperative which the City has approved, and contingent upon Council approval and inclusion of said item in the Temporary Budget and the adopted 2024, and 2025 Budgets, there will be sufficient funds to contract with:

Vendor Name: Pugliese Pool Service  
Address#1: 15 Standish Ave.

City: West Orange  
State: New Jersey  
Zip Code: 07052

Purpose: The maintenance of City pools and spray parks in 2024 & 2025

Fund:	Municipal Open Space Trust	
Line Description:	Municipal Open Space Trust Reserves	
Budget years:	2024	2025
Account Numbers(s):	T-11-00-000-000-000	T-11-00-000-000-000
	73,164.00	73,164.00

Vendor ID: PUGLI010

Purchase Order #: 24-00971

PENDING RESOLUTION

Amount not to exceed: \$ 146,328.00

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Division Head

Date

*Nile Clements*

4/22/2024

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Chief Financial Officer

Date

# AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2024 between the City of Orange Township and **Pugliese Pool Service, Inc., 15 Standish Avenue, West Orange, New Jersey 07052.**

**WHEREAS**, the City of Orange Township wishes to retain a firm for the 2024-2025 Maintenance of Pools and Spray Park (Central, Colgate, Ropes and Metcalf) in the City of Orange Township, as specifically set forth in the attached specifications in the amount not to exceed \$73,164.00 per year; and

**WHEREAS**, the City of Orange Township wishes to retain **Pugliese Pool Service, Inc.** with offices located at 15 Standish Avenue, West Orange, New Jersey 07052, the lowest responsible bidder of bidders to submit for such service on April 17, 2024, in response to an advertisement for bids on April 3, 2024 and

**WHEREAS**, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified by the attached specifications and bids dated April 17, 2024; and

**WHEREAS**, the City Council of the City of Orange Township has, by **Resolution #** dated \_\_\_\_\_, authorized **Pugliese Pool Service, Inc.** for the 2024-2025 Maintenance of Pools and Spray Park, as specified in the attached specifications and bids.

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

1. **Pugliese Pool Service, Inc.** is hereby contracted by the City of Orange Township for the 2024-2025 Maintenance of Pools and Spray Park as specified in the attached specifications and bid.

2. This agreement shall be effective commencing on May 1, 2024, through September 30, 2025.
3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Pugliese Pool Service, Inc.** without prior written consent of the City of Orange Township.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

9. The City of Orange Township may terminate this Agreement upon three (3) days notice with **Pugliese Pool Service, Inc.** . In the event that this agreement is deemed to be terminated, the City of Orange Township shall pay **Pugliese Pool Service, Inc.** for those services provided as of the effective date of termination.

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

ATTEST:

CITY OF ORANGE TOWNSHIP:

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

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

ATTEST:

Pugliese Pool Service, Inc.

\_\_\_\_\_

\_\_\_\_\_  
15 Standish Avenue  
West Orange, New Jersey 07052

Approved as to Form and Sufficiency

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

City of Orange Township  
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Orange Township, Essex County, Orange, New Jersey, Department of Public Works, specified times for the following:

**Maintenance of Pools & Spray Park**

Sealed bids will be received at Orange City Hall, 29 North Day Street, Public Works Conference Room #304, Orange, New Jersey on Wednesday, April 17, 2022 at 10:00 am.

Bidders may obtain specifications electronically by contacting the Department of Public Works by phone at (201) 306-5487 or by email at [kiewis@orangenj.gov](mailto:kiewis@orangenj.gov) between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday commencing on the date of this notice.

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

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

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

**NO BIDS SHALL BE RECEIVED BY MAIL OR FAX.**

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

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

Dwayne D. Warren, Esq     Marty Mayes, CRP, SRMP, CPWM  
Mayor                             Department of Public Works  
   (973) 952-6080

4/3/24

\$88.11

TO BE COMPLETED AND RETURNED WITH BID  
 City of Orange Township  
 Swimming Pool Specifications - 2024-2025  
 BID PROPOSAL FORM

Furnish and supply the following:  
 We the undersigned propose to furnish and deliver the items/service pursuant to the bid specification and made part hereof:

**A. Equipment:**

Description	Quantity	Unit Price	Total Price
Lambda Pool Managers Test Kit (One for each pool)	3 each	\$275.00	\$825.00
Replacement Test Kit Tubes (Two for each pool)	6 each	\$100.00	\$600.00
Chlorine Test Kit Tablets (One for each pool)	3 boxes	\$159.00	\$477.00
PH Test Kit Tablets (One for each pool)	3 boxes	\$159.00	\$477.00
Lane Lines to Separate Deep (matted) from Shallow Ends (One for each pool)	1 each	\$2475.00	\$2475.00
Pool cover 42x60 Dura Mesh Green	1 each	\$12,900.00	\$12,900.00

**B. Maintenance:**

1. Pre-Season Maintenance

2. In-Season Maintenance

3. Post-Season Maintenance

**C. Service Calls:**

Service calls estimated at thirty (30) hours X 175.00 \*Rate per hour =  
 vendor will be based on the actual amount of service call hours worked.

NOTE: The total amount quoted for service calls is an estimate for bid purposes. The actual amount to be paid to the  
 TOTAL BASE BID FOR A, B, & C: \$5,250.00

**D. Allowances:**

Repairs to pools on an "as needed" basis

TOTAL BID FOR A,B,C, & D:

\$7,500.00  
\$73,164.00

The undersigned is a (Partnership) (Individual) under the laws of the State of New Jersey having his principal office at 15 Stradish Ave. West Orange, NJ 07052  
 Company Name: Rugliese Pool Service Address: City, State, Zip: 15 Stradish Ave West Orange, NJ 07052  
 Signature of Authorized Agent: Alex Dondakic Type or Print Name: Alex Dondakic Date: 4/16/24  
 Telephone Number: 973-736-8184 Federal Tax I.D. # or Soc. Sec. #: 22-3264718

THE SUCCESSFUL BIDDER MUST SUPPLY ALL CHEMICALS NECESSARY TO MEET THE WATER CHEMISTRY STANDARDS FOR THE POOLS TO BE OPERABLE BY MAY 22ND



**NOTICE TO BIDDERS**

**BID FOR 2024-2025  
MAINTAINENCE OF POOLS AND  
SPRAY PARKS**

**AMENDMENT**  
**Revised Spray Park Specifications**  
*Revised Proposal Form*

**ADDENDUM NO. 1**

Pursuant to N.J.S.A. 40A:11-23 et. seq., the City of Orange Township hereby provides notice to all bidders that the attachment are made part of to the bid package as to the above services as follows under Section " Spray Park Specifications" and "Proposal Form".

Dwayne D. Warren, Esq.  
Mayor

Marty Mayes, CRP, SRMP, CPWM  
Director of Public Works/Engineer

**CITY OF ORANGE TOWNSHIP**

**SPRAY PARK SPECIFICATIONS - 2024-2025**

**LOCATION: Central Avenue and Jackson Street**

**Washington Street and Bradford Street**

**PRE-SEASON MAINTENANCE:**

1. Summarize filtration equipment; clean out drains and flush equipment and all lines
2. Adjust all valves and pressure gauges for proper operation.
3. Test run the system to ensure no malfunctions, make sure the system is running on the proper schedule (as per Municipality).
4. Inspect all "O rings" and movable parts, lubricate where necessary and prepare basic tune up.

**THE SUCCESSFUL BIDDER MUST SUPPLY ALL CHEMICALS NECESSARY TO MEET THE MEDIUM WATER CHEMISTRY STANDARDS FOR SPRAY PARK OPERABLE DATE May 22nd.**

**IN-SEASON MAINTENANCE:**

1. Provide training to four (4) employees with three (3) hours of documented training on safe chemical handling; including summary of safe chemical handling and storage at a specific date, time and location which will be determined by the City of Orange Township.
2. Conduct on-site seminar at spray park, not to be less than 2 hours in filter operation to season staff.
3. Be able to supply 24-hour service.

**POST-SEASON MAINTENANCE:**

1. Winterize spray park within one week of closing

**NOTE: Winterizing schedule to be coordinated with Orange Department of Public Works.**

City of Orange Township  
Department of Public Works  
Proposal  
2024-2025 Spray Park  
Services

Re: Ropes Playground Spray Park

**Pre Season Maintenance:**  
Summarize filtration equipment; clean out drains and flush equipment and all lines; adjust all valves and pressure gauges for proper operation, test run the system to ensure no malfunctions, make sure the system is running on the proper schedule (as per Municipality), inspect all "O Rings" and movable parts, lubricate where necessary and prepare basic tune up.

\$ 11,700.00

**In Season Maintenance:**  
Provide training to four (4) employees with three (3) hours of documented training on safe chemical handling; including summary of safe chemical handling and storage at a specific date, time and location which will be determined by the Ct of Orange Township.

\$ 5,400.00

Train staff on system operation and provide weekly maintenance service and inspection for 16 weeks (May 22nd through September 4th)

\$ 11,700.00

**Post Season Maintenance:**  
Winterize spray park and equipment including winterizing chemicals

\$ 28,800.00

**THE SUCCESSFUL BIDDER MUST SUPPLY ALL CHEMICALS NECESSARY TO MEET THE WATER CHEMISTRY STANDARDS FOR SPRAY PARK OPERABLE BY MAY 22ND.**

Vendor's Name: Pugliese Pool Service  
Address: 15 Stoddish Ave  
West Drayce, NJ 07052  
Tel: 973-736-8184 Federal Tax ID: 22-3264718  
Authorized Signature: Alex Donato Date: 4/16/24

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

**CITY OF ORANGE TOWNSHIP**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
<u>1</u>	<u>4/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Acknowledged for: Pugliese Pool Service  
(Name of Bidder)

By: Alex Donadio  
(Signature of Authorized Representative)

Name: Alex Donadio

Title: President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No ✓

If yes, please submit a copy of such approval

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

Yes \_\_\_\_\_ No ✓

If yes, please submit a copy of such certificate

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

Company: Pugliese Pool Service Signature: Alex Donadee  
Title: President

TO BE COMPLETED AND RETURNED WITH BID

## CONSENT OF SURETY

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

TO: Alex Donadio  
(Owner)

RE: Pugliese Pool Service  
(Contractor)

Swimming Pool Service  
(Project Description)

This is to certify that the The Service Insurance Co. is licensed to  
(Surety Company)

Conduct business in the state of New Jersey and will provide to Pugliese Pool Service  
(Contractor)

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

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Authorized Agent of Surety Company

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

**THE SERVICE INSURANCE COMPANY, INC.**  
(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)  
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)  
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)  
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)  
**80 Main Street, Suite 330**  
**West Orange, New Jersey 07052**  
Telephone: (973) 731-7650 - Fax: (973) 731-7889

**BOND NO.: 59243**

**BID BOND**

**DESCRIPTION OF CONTRACT TO WHICH BID PERTAINS:  
SWIMMING POOL SERVICE & MAINTENANCE CITY OF ORANGE**

**KNOW ALL MEN BY THESE PRESENTS** that we, **PUGLIESE POOL SERVICE**, as principal, and hereinafter referred to as "Principal", and **THE SERVICE INSURANCE COMPANY, INC.**, a corporation duly organized pursuant to the laws of the State of New Jersey, and authorized to transact business as a surety in the State of NJ, as surety, and hereinafter referred to as "Surety", are held and firmly bound unto **CITY OF ORANGE TOWNSHIP**, as obligee, and hereinafter referred to as "Obligee", in the sum of **10% of the "Amount of Bid" or TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**, for the payment of which sum Principal and Surety bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

**WHEREAS**, Principal as submitted a bid to Obligee in the amount stated above for the described contract (hereinafter referred to as the "Bid");

**NOW, THEREFORE**, if Obligee shall accept the Bid within the period specified for acceptance thereof (and, if no period is specified, then within 60 days of the date of the Bid) and (a) Principal and Obligee thereafter enter into a contract strictly in accordance with the terms and conditions of the Bid, and Principal provides the performance and payment bonds that it is required to provide pursuant to the Bid (if any), or (b) Obligee is ready, willing, and able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, and Principal, without justification, fails or refuses to enter into such a contract or, without justification, fails or refuses to provide the performance and payment bonds that it is required to provide pursuant to the Bid, and Principal pays to Obligee the penalty specified in the Bid, up to the penal sum of this Bond as stated above, as a result thereof, or (c) Obligee is not ready, willing, or able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.



**CONSENT OF SURETY**

Principal and Surety hereby certify and agree that, if Obligee shall accept the Bid within the period specified for acceptance thereof and shall enter into a contract with Principal relative thereto as described above, Surety will execute the performance and payment bonds that Principal is to provide as required by and in strict conformance with the Bid, without condition.

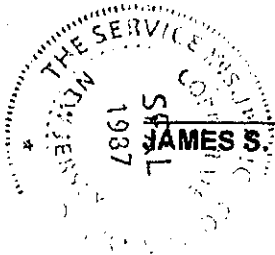
This Bond (including the Consent of Surety) is furnished to comply with the law of the jurisdiction governing the Bid. Any terms or conditions of this Bond (and/or the Consent of Surety) that conflict therewith shall be deemed deleted herefrom, and any requirements of the law of the jurisdiction that are not expressly set forth above shall be deemed incorporated herein. The intention is that this Bond (and Consent of Surety) be construed to conform with the law of the governing jurisdiction.

**SIGNED AND DELIVERED THIS Tuesday, April 16, 2024.**

**PUGLIESE POOL SERVICE [PRINCIPAL]**

By: *Alex Donadio*

**THE SERVICE INSURANCE COMPANY, INC.**



*[Handwritten Signature]*

**JAMES S. BURGER, PRESIDENT**

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

**THE SERVICE INSURANCE COMPANY INC.,** surety (ies) on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and the surplus requirements of R.S. 17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The Capital (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2022 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indication separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

**The Service Insurance Co., \$12,376,537 (12/31/2022)**  
PKF O'Connor Davies, LLP  
245 Park Ave, 12<sup>th</sup> Fl, New York, NY 10167

(3) (a) With respect to each surety participating in the issuance of the bond that has received from the United States Secretary of Treasury a certificate of authority pursuant to 31 U.S.C 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date (thereof):

**The Service Insurance Co., Inc., \$1,238,000 (7/1/2023)**  
**Endurance Assurance Corporation, \$292,559,000 (7/1/2023)**

(b)With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

**-NONE-**

(4)The amount of the bond to which this statement and certification is attached is not to exceed \$15,000,000 per attached bond and the maximum retention on any bond for The Service Insurance Company is \$750,000 and Endurance Assurance as lead quota share authorized reinsurance Surety retains proportional and excess of loss limits which applies to this bond and is on file with the State of NJ Department of Banking and Insurance.

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

(a)The name and address of each such reinsurance under that contract and the amount of that reinsurance participation in the contract is as follows:

**ENDURANCE ASSURANCE CORPORATION,**  
750 Third Avenue  
19<sup>th</sup> Floor  
New York, NY 10017

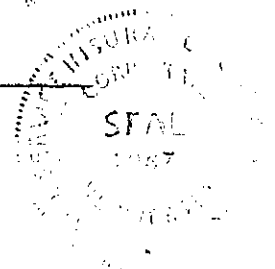
**Variable Quota share Treaty and Excess of Loss Treaty maximum single retention on primary Surety (The Service Insurance Company) shall not exceed authorized limits established by the United States Treasury.**

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

**CERTIFICATE**

I James S. Burger, as President of **The Service Insurance Company,** a corporation, domiciled in **New Jersey,** DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

X  
  
**James S. Burger, President**



THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL: Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACT The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety, in behalf of the Company to any Obligees for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-in-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided to the Company's home office prior to issuing any bonds. Said Attorney(s)-in-Fact by executing the attached bond(s), hereby represents and warrants and covenants that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligees may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 6th day of June, A.D. 2022

THE SERVICE INSURANCE COMPANY, INC.

BY: GLEN T. BURGER, TREASURER

BY: JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY )
) SS
CITY OF WEST ORANGE )

On this 6th day of June, A.D. 2022, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in a who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for him or herself do depose and say that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the direction of the said Corporation.

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027

Maria Cerqueira
Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney, which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, when appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 16 day of April

JAMES S. BURGER, PRESIDENT

**THE SERVICE INSURANCE COMPANY**  
*(Statutory Basis)*  
**STATEMENT OF ADMITTED ASSETS,  
 LIABILITIES SHAREHOLDER'S EQUITY  
 AS OF DECEMBER 31, 2022**

**ADMITTED ASSETS**  
 (Dollar Rounded)

Cash & Cash Equivalents & Short Term Investments	2,672,962
Preferred Stocks	73,010
Common Stocks	3,502,239
Bonds	12,964,520
Interest Income Receivable	69,533
Premiums & Agents Balances	359,823
Amounts Receivable from Reinsurers	\$ 286,592
Other Receivable	38,895
Current Federal Income Tax Recoverable	71,148
Electronic Data Equipment	
Net Deferred Tax Asset	162,172
	<hr/>
<b>TOTAL ADMITTED ASSETS</b>	<b>20,200,894</b>
	<hr/> <hr/>

**LIABILITIES & SHAREHOLDER'S EQUITY**

**LIABILITIES**

Losses & Loss Adjustment Expenses	810,809
Other Expenses	557,978
Taxes, licenses & fees	77,846
Federal Income Tax	-
Unearned Premiums	1,553,551
Amounts Withheld or Retained by Company for Accounts of Others	4,116,039
Miscellaneous	708,134
	<hr/>
<b>Total Liabilities</b>	<b>7,824,357</b>
	<hr/> <hr/>

**SHAREHOLDER'S EQUITY**

Common stock, par value \$20.00 per share	
50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2022	1,000,000
Gross Paid-In & Contributed Surplus	839,198
Unassigned funds (surplus)	11,575,939
Treasury Stock	(1,038,600)
<b>Total policyholder's surplus</b>	<b>12,376,537</b>
	<hr/>

**TOTAL LIABILITIES & POLICYHOLDER'S SURPLUS**

**20,200,894**

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STATE OF NEW JERSEY )  
 ) SS  
 COUNTY OF ESSEX )

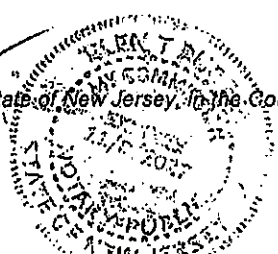
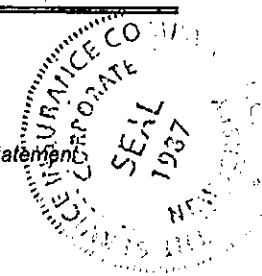
I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2022.

\_\_\_\_\_  
 James S. Burger, President

STATE OF NEW JERSEY )  
 ) SS  
 COUNTY OF ESSEX )

Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 15th Day of May 2023

\_\_\_\_\_  
 Notary Public, State of New Jersey  
 Comm. # 2366738  
 My Commission Expires 11/8/2027



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

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

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

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

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

(TO BE COMPLETED AND RETURNED WITH BID)

HOLD HARMLESS AGREEMENT

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

And  
Pugliese Pool Service  
(Contractor)  
15 Standish Ave West Orange, NJ 07052  
Address (not a post office box)  
973-736-8184 / 973-736-9080  
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this 16<sup>th</sup> day of April 2024

Pugliese Pool Service

Name of Bidder

Alex Donadio

Authorized signature and title

Alex Donadio

Print - Authorized signature and title

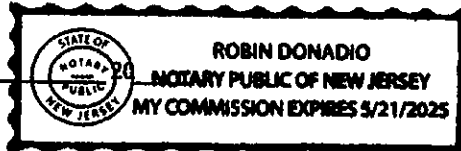
Subscribed and sworn to

Before me this 16<sup>th</sup> day of

April 2024

[Signature]  
Signature of Notary

My Commission expires \_\_\_\_\_



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

**To:** \_\_\_\_\_

**Re:** \_\_\_\_\_

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

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

**CITY OF ORANGE TOWNSHIP**

(TO BE COMPLETED AND RETURNED WITH BID)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of MORRIS

SS:

I, Alex Donadio residing in FLORHAM PARK  
(Name of Affiant) (Name of Municipality)

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

I am President of the firm of Pugliese Pool Service  
the bidder making this Proposal for the bid proposal entitled  
Maintenance of Pools, and that I executed the said proposal with full authority to do  
(Title of bid proposal)

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

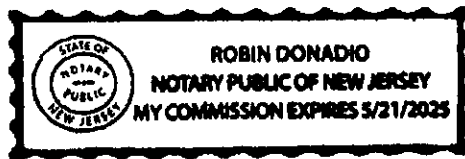
truth of the statements contained in said proposal and in the statements contained in this affidavit in  
awarding the contract for the said project.

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

Subscribed and sworn to  
Before me this  
April 16 2024

Alex Donadio  
Type or print name of affiant under signature  
Alex Donadio

[Signature]  
Notary Public of  
My Commission expires \_\_\_\_\_ 20\_\_\_\_





# STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS Pugliese Pool Service

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

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Alex Donadio Name: \_\_\_\_\_

Home Address: 9 Lakeview Ave Home Address: \_\_\_\_\_

Florham Park, NJ 07932 \_\_\_\_\_

Name: Robin Donadio Name: \_\_\_\_\_

Home Address: 9 Lakeview Ave Home Address: \_\_\_\_\_

Florham Park, NJ 07932 \_\_\_\_\_

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

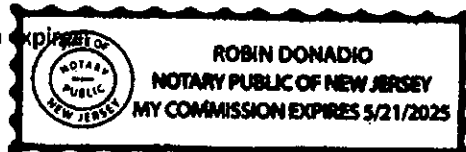
Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Bob Donadio

Subscribed and sworn before me this 16<sup>th</sup> day of April, 2024

(Notary Public)

My Commission Expires



Alex Donadio (Affiant)  
(Print Name & Title of Affiant)  
(Corporate Seal)

Alex Donadio

**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

Pugliese Pool Service (Contractor)

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Alex Donadio	9 LAKE VIEW AVE ELORHAM PARK NJ 07951
Robin Donadio	9 LAKE VIEW AVE ELORHAM PARK NJ 07951

**Part 3 – Signature and Attestation:**

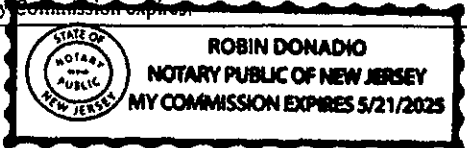
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Pugliese Pool Service, Inc

Signed: Alex Donadio Title: President

Print Name: Alex DONADIO Date: 4/16/24

Subscribed and sworn before me the 16<sup>th</sup> day of April, 2024  
Robin Donadio  
 (Affiant)  
Robin Donadio  
 (Print name & title of affiant) (Corporate Seal)



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

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

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bidder's
X	A bid guarantee as required by N.J.S.A. 40A:11-21	
X	A certificate from a surety company, pursuant to N.J.S.A. 40A: 11-22	
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	
	A listing of subcontractors as required by N.J.S.A. 40A: 11-16	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	
	Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	
X	Business Certificate Registration all contractors seeking the reward of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A certificate showing proof of registration must be included in all "bid proposals".	
X	Business Entity Disclosure Certification "Pay- To-Play Law, pursuant to P.L. 2004, c.19 as amended by P.L. 2005, c.51	

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

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X	Submission of a Non-Collusion Affidavit (this Conn must be notarized)		Prevailing Wage Affidavit
	Section II Technical Specification With Bidder's compliance Acknowledged and checked		Prime Contractor's Qualification Statement
X	Affirmative Action Affidavit		Affidavit of Experience and References
	Hold Harmless Agreement		Affidavit of Bidder that he/she is Not on the State of New Jersey's List of Disbarred, Suspended or Disqualified Vendors
X	Affirmative Action Questionnaire		List of five (5) completed projects in last three years
X	Completed and signed proposal pages		Company's Asbestos and/or Lead Abatement Certification

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

Name of Bidder: Pugliese Pool Service

By Authorized Representative: Alex Donadio

Signature: Alex Donadio



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** PUGLIESE POOL SERVICE, INC.  
**Trade Name:**  
**Address:** 15 STANDISH AVENUE  
WEST ORANGE, NJ 07052  
**Certificate Number:** 0617818  
**Effective Date:** March 22, 1994  
**Date of Issuance:** April 11, 2014

**For Office Use Only:**  
20140411124533684

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

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



THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors

HAS REGISTERED

PUGLIESE POOL SERVICE, INCORPORATED  
Alexander Donadio, Robin Donadio  
15 Standish Avenue  
West Orange NJ 07052

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

New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors

HAS REGISTERED  
PUGLIESE POOL SERVICE, INCORPORATED  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

03/14/2024 TO 03/31/2025

VALID

SIGNATURE

*Cari Zain*

13VH06186900

License/Registration/Certificate # ACTING DIRECTOR

03/14/2024 TO 03/31/2025  
VALID

13VH06186900  
LICENSE/REGISTRATION/CERTIFICATION #

*Cari Zain*  
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

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

PLEASE DETACH HERE

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>223264718</b>		2. TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>10</b>	
4. COMPANY NAME <b>Pugliese Pool Service</b>				COMPANY E-MAIL <b>service@pugliesepoolservice.com</b>		
5. STREET <b>15 Standish Avenue</b>		CITY <b>West Orange</b>	COUNTY <b>Essex</b>	STATE <b>NJ</b>	ZIP CODE <b>07052</b>	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)				CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTIESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="text"/>						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text"/>						
10. PUBLIC AGENCY AWARDDING CONTRACT <input type="text"/>						
		CITY	COUNTY	STATE	ZIP CODE	

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

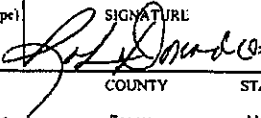
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL 1	COL 2	COL 3	***** MALE*****						***** FEMALE*****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers																
Professionals																
Technicians																
Sales Workers																
Office & Clerical	2		2													
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)	3	3		2						1						
Service Workers	5	5		5												
<b>TOTAL</b>																
Total employment from previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above																
Temporary & Part-Time Employees																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>4/8/24</b> To: <b>4/12/24</b>			

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Robin Donadio</b>		SIGNATURE 	TITLE <b>Secretary</b>	DATE MO   DAY   YEAR <b>04   16   2024</b>
17. ADDRESS NO. & STREET <b>15 Standish Avenue</b>		CITY <b>West Orange</b>	COUNTY <b>Essex</b>	STATE <b>NJ</b>
		ZIP CODE <b>07052</b>	PHONE (ARCA CODE, NO., EXTENSION) <b>973 - 736 - 8184</b>	





**CITY COUNCIL**

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

**DATE** May 7, 2024

**NUMBER** 270-2024

**TITLE:** A RESOLUTION RESCINDING RESOLUTION #181-2021 ADOPTED MARCH 6, 2021 AUTHORIZING THE AWARDING OF A CONTRACT FOR THE DPW YARD FACILITY AND SITE IMPROVEMENTS TO MBT CONTRACTING, LLC, 63 BEAVER BROOK ROAD, SUITE 104C, LINCOLN PARK, NEW JERSEY 07035 IN AN AMOUNT NOT TO EXCEED \$1,540,305.00

**WHEREAS**, Resolution #181-2021- authorized the execution of a contract for DPW Yard Facility and Site Improvements to MBT Contracting, LLC, a copy of which is attached hereto and made part hereof; and

**WHEREAS**, immediately after MBT Contracting, LLC was awarded the contract, they advised the City they would not be able to complete the contract within the budget they submitted; and

**WHEREAS**, the City never paid any monies to MBT Contracting, LLC and is still in possession of the budgeted funds; and


**WHEREAS**, the money budgeted for Resolution #181-2021 is still in possession of the City, but a resolution rescinding Resolution #181-2021 is required to allow the City to use the funds to pay another prospective bidder or contractor to complete the job.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE TOWNSHIP**, that Resolution # 181-2021 is rescinded.

**Adopted: May 7, 2024**

\_\_\_\_\_  
**Joyce L. Lanier**  
City Clerk

\_\_\_\_\_  
**Tency Eason**  
Council President



**CITY COUNCIL****The City of Orange Township, New Jersey**DATE April 6, 2021NUMBER 181-2021

**TITLE:** A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE DPW YARD FACILITY AND SITE IMPROVEMNTS TO MBT CONTRACTING, LLC, 63 BEAVER BROOK ROAD, SUITE 104C, LINCOLN PARK, NEW JERSEY 07035 IN THE AMOUNT NOT TO EXCEED \$1,540,305.00.

**WHEREAS**, the City of Orange Township did duly advertise on October 21, 2020 for public bids for the DPW Yard Facility and Site Improvements; and

**WHEREAS**, on November 17, 2020 the City of Orange Township received seven (7) public bids pursuant to the plans and specifications furnished prospective bidders, from the following:

Bidder	Base Bid	Alternate A1	Total Bid
MBT Contracting, LLC Lincoln Park, New Jersey	\$1,392,725.00	\$147,580.00	\$1,540,305.00
Drill Construction West Orange, New Jersey	\$1,408,965.00	\$184,025.00	\$1,592,990.00
ZN Construction, LLC Elmwood Park, New Jersey	\$1,415,065.00	\$217,350.00	\$1,632,415.00
Reivax Contracting Corp. Bridgewater, New Jersey	\$1,984,865.00	\$685,670.00	\$2,670,535.00
APS Contracting, Inc. Paterson, New Jersey	\$1,442,150.00	\$211,855.00	\$1,654,005.00
Daskal, LLC Garfield, New Jersey	\$1,496,424.00	\$244,202.75	\$1,740,626.75
Grade Construction Paterson, New Jersey	\$1,832,049.15	\$207,686.21	\$2,039,735.36

**WHEREAS**, it is the recommendation of Remington & Vernick Engineers, Engineering Consultant and the Director of Public Works/Engineering that the contract be awarded; and

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

**COMPANY:****TOTAL BASE BID W/ ATL. 1:**

MBT Contracting, I.LC

\$1,540,305.00

63 Beaver Brook Road, Suite 104C  
Lincoln Park, New Jersey 07035

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

  
 Gracia Robert Montilus

**WHEREAS**, MBT Contracting, 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 MBT Contracting, LLC from making any reportable contributions throughout the term of the contract; and,


**WHEREAS**, all bid prices extended until March 2, 2021, a copy of such agreement which is attached hereto and made a part hereof:

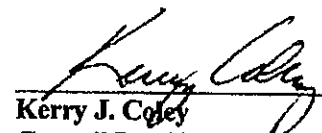
**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a part hereof as it set forth in length herein, certifying that monies are available in Account #C-04-19-052-A00-002 (\$1,223,870.11), Account #C04-19-052-C00-002 (\$208,816.25), Account #C-04-19-052-D00-002 (\$1,266.13) and Account #C-04-19-052-D00-002 (\$106,581.25).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the DPW Yard Facility and Site Improvements to MBT Contracting, LLC, the aforesaid lowest responsive bidder, in the amount not to exceed \$1,540,305.00

**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: April 6, 2021**

  
Joyce L. Lanier  
City Clerk

  
Kerry J. Coley  
Council President

