

**CITY COUNCIL**

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

**DATE** August 7, 2024

**NUMBER** 374-2024

**TITLE:** A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE METCALF PARK IMPROVEMENTS PHASE II TO GREEN VALLEY GROUP, INC., 180 CONVENT ROAD, NANUET, NEW YORK 10954 IN THE AMOUNT NOT TO EXCEED \$948,750.00.

WHEREAS, the City of Orange Township did duly advertise on May 24, 2024 for public bids for the Metcalf Park Improvements Phase II (Installation of new dog run park; rehabilitation of existing gazebo; installation of new lighting system; reconstruction of existing asphalt circulation path; reconstruction of tennis courts to include a pickle ball court; fencing upgrades, landscaping, etc.); and

WHEREAS, on June 7, 2024 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
Green Valley Group, Inc. Nanuet, New York	\$ 948,750.00
D'Avellino Construction, Inc. Freehold, New Jersey	\$1,011,028.00
Zenith Construction Services, Inc. Orange, New Jersey	\$1,148,889.00

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:**

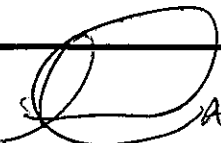
**BASE BID:**

Green Valley Group, Inc.  
180 Convent Road  
Nanuet, New York 10954

\$ 948,750.00

WHEREAS, the aforementioned Green Valley Group, 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, Green Valley Group, Inc. has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the Law, as that term is defined below, and that the contract will prohibit Shore Top

  
A. MIZRACH

Construction, Corp. from making any reportable contributions throughout the term of the contract; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, 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. G-02-00-730-202-302 (\$500,000.00) and Account No. G-02-00-701-202-000 (\$448,750.00)

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey that a contract be awarded for the Metcalf Park Improvements Phase II to Green Valley Group, Inc. the aforesaid lowest responsive bidder, in the amount not to exceed \$948,750.00.

**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: August 7, 2024**

---

Joyce L. Lanier  
City Clerk

---

Adrienne K. Wooten  
Council President

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
GRANT TRUST ACCOUNT

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 Grant account(s) to Contract with:

Vendor Name: Green Valley Group  
Address#1: 180 Convent Road

City: Nanuet  
State: New York  
Zip Code: 10954

Purpose: Metcalf Park Improvements Ph.2

	Fund: Current Fund - Grants Account Name NJ DEP Urban Parks 23-UPG Account Numbers(s): G-02-00-730-202-302	Current Fund - Grants NJ DEP Green Acres 23-014 G-02-00-701-202-000
Balance Before	500,000.00	481,590.00
Requested	<u>500,000.00</u>	<u>448,750.00</u>
Balance After	0.00	32,840.00

Vendor ID: GREEN125

Purchase Order #: 24-01493

Total Amount not to exceed: \$948,750.00

---

Division Head

Date

*Nile Clements*

7/23/2024

---

Chief Financial Officer

Date

**SPECIFICATIONS  
for the  
IMPROVEMENTS TO METCALF PARK  
(PHASE II)**

Prepared for  
City of Orange  
Essex County, New Jersey

May 2024



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

RVE Project No. 0717-T-034

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

Date

Donald J. Norbut, P.E. - Lic. No. 34412

5/23/24

Date

PROPOSAL SECTION

**BID DOCUMENT SUBMISSION CHECKLIST**

City of Orange Township  
(Name of Local Contracting Unit)

Improvements to Metcalf Park (Phase II)  
(Name of Project)

0717-T-034  
(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)	BR
X A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Stockholders Statement)	BR
X A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Subcontractor's Declaration)	BR
X A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond, Certified Check or Cashier's Check)	BR
X A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	BR

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

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

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: Green Valley Group Inc.

By Authorized Representative:

Signature: 

Print Name and Title: Rogan Rivera, president

Date: 6/4/2024

Company Name: Green Valley Group Inc.

Mailing Address: 100 convent rd., Nanuet, NY 10959

Physical Address: \_\_\_\_\_ " \_\_\_\_\_

Phone Number : 201-558-244

Fax Number: \_\_\_\_\_

E-Mail: info@gvalleyinc.com

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

City of Orange Township  
(Name of Local Contracting Unit)

Improvements to Metcalf Park (Phase II)  
(Name of Project)


0717-T-034  
(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			
<i>none</i>				

**Acknowledged by bidder:**

Name of Bidder: Green Valley Group Inc.

By Authorized Representative: 

Signature: \_\_\_\_\_  
Printed Name and Title: Bogar Rivera, President

Date: 6/4/2024

**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: Green Valley Group Inc.

Organization Address: 180 Convent rd., Nanuet NY 10954

**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
Bogar Rivera	180 Convent rd., Nanuet, NY 10954



**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
- NA -	

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

**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):	Bogdan Apereva	Title:	President
Signature:		Date:	6/4/2024

**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 COUNTRY SIDE PLUMBING + HEATING INC Phone # 201-666-8400  
Address 73 PROSPECT PL. HUNSDALE NJ  
License Number: PW 675206 PLUMBING 366100536360

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:

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address NONE  
License Number: \_\_\_\_\_

Electrical Work, including any Electrical Power Plants

Name Kane Communications LLC Phone # 609586 8800  
Address 572 Whitehead Rd #207 Tinton NJ  
License Number: PW 639956 ELEC 34EB00997000

Tele-data Systems:

Name NONE Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
License Number: \_\_\_\_\_  
Telecommunications Exemption (Provide copy of letter and ID card) Number: \_\_\_\_\_

Fire Alarm Systems:

Name NONE Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
License Number: \_\_\_\_\_  
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: \_\_\_\_\_

Security Systems:

Name NONE Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
License Number: \_\_\_\_\_

Structural Steel and Ornamental Iron Work:

Name NONE Phone # \_\_\_\_\_  
Address \_\_\_\_\_  
License Number: Not Applicable

**BID SECURITY**

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

**CONSENT OF SURETY**

*"see attached"*

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>Green Valley Group Inc.</u>	_____	<u>714872</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

before me this 4 day  
of June 2021

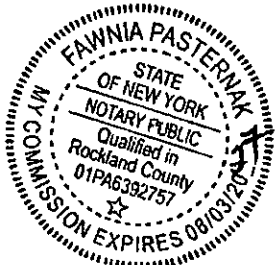
Fawnia Pasternak

Notary Public of NEW YORK

My Commission Expires 06/23, 2027  
(Seal)

[Signature]

Signature  
Bogart Rivera, President  
Name and Title  
(Type or Print)



**NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM**

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

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

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

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

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

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

	Name	Registration	
		Not Registered	Number
Bidder	<u>Green Valley Group Inc.</u>	—	<u>300-363-681</u>
(Subcontractor)	_____	—	_____
(Subcontractor)	_____	—	_____
(Subcontractor)	_____	—	_____
(Subcontractor)	_____	—	_____

Subscribed and sworn  
before me this 4 day  
of June 2024.

Jawna Pasternak

Notary Public of NEW YORK

My Commission Expires 06/29, 2029.  
(Seal)



City of Orange

[Signature]  
Signature  
Rogan Rivera, President  
Name and Title  
(Type or Print)

**BACKGROUND QUESTIONNAIRE**

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

Date of Organization of Company 3/9/2009

Name and address of officers: Bogav Rivera

President Bogav Rivera, 180 Convent rd., Nanuet, NY 10954

Vice President \_\_\_\_\_

Secretary Faunia Pasternak

Treasurer Joana Rivera, 180 Convent rd., Nanuet, NY 10954

**EXPERIENCE**

1. How many years has your organization been in business as a general contractor under your present business name? 17
2. How many years experience in this type of construction work has your organization had? 17
3. What are the latest projects (within the last five years) your organization has completed?  
(Attach additional pages if necessary) see attached

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

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

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



Name and Address

Telephone No.

- D. \_\_\_\_\_
- E. \_\_\_\_\_

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

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

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? NO

If so, where and why? NO

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

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

Background Questionnaire  
Page 3

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

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

*\$ 3. mil*

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

*see list attached*

**DEBARRED LIST AFFIDAVIT**

STATE OF New York

COUNTY OF Rockland

SS:

I, Bogdan Riveva of the City/Town/Township/Borough, etc. Nanuet in the County of Rockland and the State of NY full age, being duly sworn according to law on my oath depose and say that:

I am Bogdan Riveva an officer of the firm of Green Valley Group Inc.

the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not debarred at the federal level from contracting with a federal government agency as indicated in N.J.S.A. 52:32-44.1 or included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the City of Orange Township

(name of the contracting agency)

as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid be debarred at the federal level from contracting with a federal government agency or appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined according to applicable law and regulation.

*[Handwritten Signature]*

Bogdan Riveva

201-538-1244, 180 Convent rd., Nanuet NY 10954  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

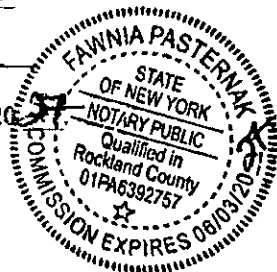
Bogdan Riveva, president  
(Insert Name and Title of Affiant)

Subscribed and sworn before me this 4 day of JUNE 20 21

Fawnia Pasternak

Notary Public of NEW YORK

My Commission Expires 06/13, 2022  
(Seal)



**NON-COLLUSION AFFIDAVIT**

STATE OF New York

COUNTY OF Rockland

ss:

I, Bogdan Riveva of the (City, Town, Township, Borough, etc.)

of Nanuet in the County of Rockland and the

State of New York, of full age, being duly sworn

according to law on my oath depose and say that:

I am President of the firm of Green Valley Group Inc. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named 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 (name of contracting agency) relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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 employees or bona fide established commercial or selling agencies maintained by

Green Valley Group Inc.  
(name of bidder)

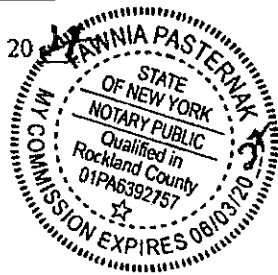
Bogdan Riveva  
201-538-1244, 180 Convent rd, Nanuet, NY 10954  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

Bogdan Riveva, President  
(Insert Name and Title of Affiant)

Subscribed and sworn before me this 4 day of JUNE 20 24  
Jawna Pasternak

Notary Public of NEWYORK

My Commission Expires 06/13, 2024  
(Seal)



**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 ✓

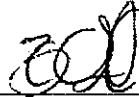
If yes, please submit a copy of such approval.

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: Green Valley Group Inc. Signature:   
Title: president

**AFFIRMATIVE ACTION REQUIREMENTS**

**CONSTRUCTION CONTRACTS**

“Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Rogar Rivera

201-538-1244, 180 Convent rd., Nanuet, NY 10954

(Insert Name, Telephone No., Fax No. and Address of Contractor)

Rogar Rivera, president

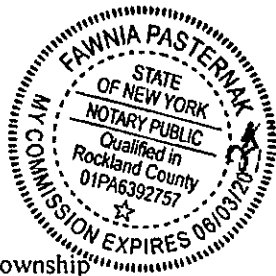
(Insert Name and Title of Affiant)

Subscribed and sworn  
before me this 4 day  
of JUNE 2024

Fawnia Pasternak

Notary Public of NEW YORK

My Commission Expires 06/03/27  
(Seal)



**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

STATE OF New York

COUNTY OF Rockland

ss:

I, Rogar Rivera of the (City, Town, Township, Borough, etc.)  
of Nanuet in the County of Rockland and the  
State of New York of full age, being duly sworn

according to law on my oath depose and say that:

- 1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.  
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

*[Handwritten Signature]*

Rogar Rivera  
201-538-1244, 180 Convent rd., Nanuet NY 10947  
(Insert Name, Telephone No., Fax No. and Address of Contractor)

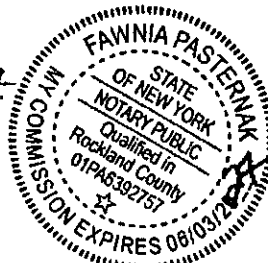
Rogar Rivera, president  
(Insert Name and Title of Affiant)

Subscribed and sworn  
before me this 4 day  
of JUNE 20 21

Fawnia Pasternak

Notary Public of NEW YORK

My Commission Expires 06/03, 2027  
(Seal)



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

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

In accordance with Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification**

**OR**

**I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES**

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

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

Description of Activities:

\_\_\_\_\_  
\_\_\_\_\_

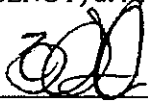
Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_



Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Orange Township (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 Twpsh. (CONTRACTING AGENCY) to notify the City of Orange Twpsh. (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 Twpsh. (CONTRACTING AGENCY) and that the City of Orange Twpsh. (CONTRACTING AGENCY) at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Rogan Rivun Signature:   
Title: president Date: 6/4/2024  
Bidder/Vendor: Green Valley Group Inc.

**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: Green Valley Group Inc. Date: 6/4/2024

### **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.

HOLD HARMLESS AGREEMENT

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

And

Green Valley Group Inc.  
(Contractor)

180 Convent rd Nanuet NY 10954  
Address (not a post office box)

201-534-1244  
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 4<sup>th</sup> day of June 2024

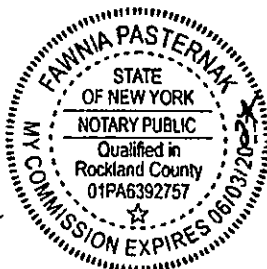
Subscribed and sworn to

Before me this 4 day of

JUNE, 2024

Jawnia Pasternak  
Signature of Notary

My Commission expires 06/03 2027



Green Valley Group Inc.  
Name of Bidder

[Signature] president  
Authorized signature and title

Rogan Rivera, president  
Print - Authorized signature and title

**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

Green Valley Group Inc. (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 representatives, 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        |  |
| Clifford R. Ross        |  |
| Kerry J. Coley          |  |
| Tency A. Eason          |  |
| Jamie Summers-Johnson   |  |
| Quantavia L. Hilbert    |  |
| Weldon M. Montague, III |  |
| Adrienne Wooten         |  |

**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

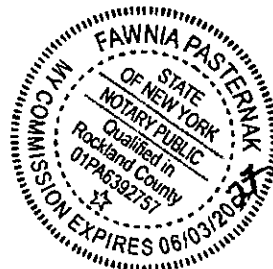
| Name of Stock or Shareholder | Home Address                          |
|------------------------------|---------------------------------------|
| <u>Rogac Rivera</u>          | <u>180 Courtyard, Dannet NJ 10959</u> |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |

**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: Green Valley Group Inc.  
 Signed: [Signature] Title: President  
 Print Name: Rogac Rivera Date: 6/4/2024

Subscribed and sworn before me the 4 day of JUNE, 2024  
[Signature] (Affiant)  
 My Commission expires: 06/03/2027  
Fawnia Pasternak, Notary Public  
 (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 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.


**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                                  | Green Valley Group Inc.           |
| Address of Individual or Organization                            | 180 Convent rd., Nanuet, NY 10959 |
| DUNS Code (if applicable)                                        |                                   |
| CAGE Code (if applicable)                                        |                                   |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| I hereby certify that the <b>individual or organization listed above in Part I</b> 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. |                                                                                     |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Bogar Ruyva                                                                         |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | President                                                                           |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6/4/2024                                                                            |

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

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

|                                     |                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" 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> | <i>Rosal Rivera</i> |
|-------------------------------------------|---------------------|

|                                                          |                                          |
|----------------------------------------------------------|------------------------------------------|
| <b>Home Address (for Individual) or Business Address</b> | <i>180 Convent rd., Nanuet, NY 10957</i> |
|----------------------------------------------------------|------------------------------------------|

OR

|  |                                                                                                                                                                                                                                                                                 |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 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)**

|  |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 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> |  |
|-----------------------------------------------------------------------------------|--|

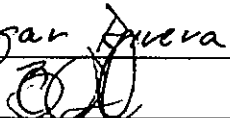
|                                                          |  |
|----------------------------------------------------------|--|
| <b>Home Address (for Individual) or Business Address</b> |  |
|----------------------------------------------------------|--|

OR

|  |                                                                                                                                                                                                                                                                                                                        |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | 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. |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <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):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>Bogdan Riveva</i> | Title: | <i>President</i> |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      | Date:  | <i>6/4/2024</i>  |

| <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> |
| Name of Business Entity                                                           | Business Address                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| **Add additional sheets if necessary**                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| OR                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/>                                               | <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>                                                                                                                                                                                                                |

| Section B (skip if no business entities are listed in Section A of Part IV)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                              |        |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------|
| 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                              |        |                  |
| Name of Business Entity Controlled by Entity Listed in Section A of Part IV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Business Address                                                                                                                                                                             |        |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                              |        |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                              |        |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                              |        |                  |
| **Add additional Sheets if necessary**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                              |        |                  |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                              |        |                  |
| <input checked="" 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. |        |                  |
| Section C – Part IV Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                              |        |                  |
| I hereby certify that the <b>Organization listed above in Part I</b> 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. |                                                                                                                                                                                              |        |                  |
| Full Name (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <i>Bogdan Amveva</i>                                                                                                                                                                         | Title: | <i>President</i> |
| Signature:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                           | Date:  | <i>6/4/2024</i>  |


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 )  
*Metcalf Park (Phase II)* ) )  
) )  
) Certification of Lowest Bidder

*Rogay Rivera*, 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 *Green Valley Group Inc.*, 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 *714P72*.
- (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 (NJLWD) pursuant to the New Jersey Prevailing Wage Act (NJLWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJLWD 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: *6/4/2024* Signature:   
Title: *president*



**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 IMPROVEMENTS TO METCALF PARK (PHASE II), as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the CITY OF ORANGE TOWNSHIP or its Engineer prior to the date of opening the bids, whether received by the undersigned or not, for the amount bid based on the following unit and/or lump-sum prices:

NOTE: Extension of Unit Prices must be exact.

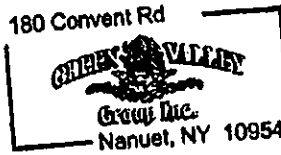
**BASE BID**

| Item | Quantity | Units | Description                                                                              | Unit Price    | Amount        |
|------|----------|-------|------------------------------------------------------------------------------------------|---------------|---------------|
| 1    | 863      | LF    | SILT FENCE                                                                               | \$ 5.00       | \$ 4315.00    |
| 2    | 1        | DOLL  | FUEL PRICE ADJUSTMENT                                                                    | \$ 500.00     | \$500.00      |
| 3    | 1        | LS    | CLEARING SITE                                                                            | \$ 165,000.00 | \$ 165,000.00 |
| 4    | 1330     | SY    | HMA MILLING, 3" OR LESS                                                                  | \$ 18.00      | \$ 23940.00   |
| 5    | 130      | SY    | HOT MIX ASPHALT PAVEMENT REPAIR                                                          | \$ 30.00      | \$ 3900.00    |
| 6    | 210      | GAL   | TACK COAT                                                                                | \$ 10.00      | \$ 2100.00    |
| 7    | 130      | TON   | HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 1.5" THICK                                        | \$ 195.00     | \$ 25350.00   |
| 8    | 215      | LF    | CHAIN-LINK FENCE, BLACK PVC-COATED STEEL, 6' HIGH, 2" 5 GAUGE MESH                       | \$ 75.00      | \$ 16125.00   |
| 9    | 465      | LF    | CHAIN-LINK FENCE, BLACK PVC-COATED STEEL, 12' HIGH, 2" 5 GAUGE MESH                      | \$ 96.00      | \$ 44850.00   |
| 10   | 187      | LF    | ALUMINUM FENCE, 8' HIGH, BLACK                                                           | \$ 85.00      | \$ 15895.00   |
| 11   | 1        | UN    | GATE, CHAIN-LINK FENCE, BLACK PVC-COATED, 4' WIDE, 8' HIGH, 2" 5 GAUGE MESH              | \$ 2,000.00   | \$ 2000.00    |
| 12   | 4        | UN    | SELF-CLOSING GATE, CHAIN-LINK FENCE, BLACK PVC-COATED, 4' WIDE, 6' HIGH, 2" 5 GAUGE MESH | \$ 2,000.00   | \$ 8000.00    |
| 13   | 615      | SY    | HOT MIX ASPHALT SIDEWALK, 4" THICK                                                       | \$ 50.00      | \$ 30750.00   |
| 14   | 398      | SY    | CONCRETE SIDEWALK, 4" THICK,                                                             | \$ 95.00      | \$ 37810.00   |
| 15   | 507      | LF    | 14" X 14" VARIABLE DEPTH CURB                                                            | \$ 60.00      | \$ 30420.00   |



| Item | Quantity | Units | Description                                                                           | Unit Price  | Amount      |
|------|----------|-------|---------------------------------------------------------------------------------------|-------------|-------------|
| 16   | 1350     | SY    | ACRYLIC COURT RESURFACER (2 COATS), COLOR COATING (2 COATS) AND LINE STRIPING         | \$ 22.00    | \$ 29700.00 |
| 17   | 2740     | SF    | K9 GRASS W/ IRRIGATION AND APPURTENANCES                                              | \$ 13.00    | \$ 35620.00 |
| 18   | 3330     | SF    | LANDSCAPE TURF                                                                        | \$ 12.00    | \$ 39960.00 |
| 19   | 2        | UN    | TENNIS NET POSTS (1 PAIR) WITH POST SLEEVE OR APPROVED EQUAL, COMPLETE & INSTALLED    | \$ 10000.00 | \$ 20000.00 |
| 20   | 2        | UN    | TENNIS NET WITH CENTER STRAP AND GROUND ANCHOR, COMPLETE & INSTALLED                  | \$ 1000.00  | \$ 2000.00  |
| 21   | 1        | LS    | GAZEBO REHABILITATION                                                                 | \$ 20000.00 | \$ 20000.00 |
| 22   | 4        | UN    | BENCH (COMPLETE W/ 8' L X 4' W, 6" REINFORCED, INTERGRALLY CONCRETE PAD)              | \$ 3000.00  | \$ 12000.00 |
| 23   | 2        | UN    | TRASH RECEPTACLES W/ CONCRETE PAD                                                     | \$ 1700.00  | \$ 3400.00  |
| 24   | 1        | UN    | DOG STATION WITH DISPOSABLE BAG DISPENSER                                             | \$ 600.00   | \$ 600.00   |
| 25   | 1        | UN    | PET DRINKING FOUNTAIN                                                                 | \$ 6000.00  | \$ 6000.00  |
| 26   | 2        | UN    | DOG RAMPS/FEATURES                                                                    | \$ 3500.00  | \$ 7000.00  |
| 27   | 5        | UN    | TRIMMING EXISTING TREE, OVER 12" TO 24" DIAMETER                                      | \$ 300.00   | \$ 1500.00  |
| 28   | 15       | UN    | TREE REMOVAL, OVER 12" TO 24" DIAMETER                                                | \$ 600.00   | \$ 9000.00  |
| 29   | 3        | UN    | TREE REMOVAL, OVER 24" TO 36" DIAMETER                                                | \$ 1800.00  | \$ 5400.00  |
| 30   | 3        | UN    | TREE REMOVAL, OVER 36" DIAMETER                                                       | \$ 2200.00  | \$ 6600.00  |
| 31   | 4        | UN    | STAR MAGNOLIA TREES                                                                   | \$ 1400.00  | \$ 5600.00  |
| 32   | 150      | CY    | BORROW TOPSOIL (IF & WHERE DIRECTED)                                                  | \$ 30.00    | \$ 4500.00  |
| 33   | 769      | SY    | TOPSOIL SPREADING, 5" THICK                                                           | \$ 12.00    | \$ 9228.00  |
| 34   | 769      | SY    | FERTILIZING & SEEDING, TYPE A-3                                                       | \$ 3.00     | \$ 2307.00  |
| 35   | 67       | SY    | 1-1/2" TO 3" RIVERSTONE                                                               | \$ 40.00    | \$ 2680.00  |
| 36   | 1        | LS    | NEW WATER SERVICE CONNECTION, COMPLETE & INSTALLED (BACKFLOW PREVENTER AND ENCLOSURE) | \$ 42000.00 | \$ 42000.00 |





| Item | Quantity | Units | Description                                                                                                                                                       | Unit Price    | Amount        |
|------|----------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 37   | 1        | LS    | PURCHASE AND INSTALLATION OF MUSCO LIGHT POLES, FIXTURES & FOUNDATIONS INCLUDING ALL TRENCHING, EXCAVATION, WIRING, BACKFILLING, COMPACTION, AND MUSCO CONTROLLER | \$ 273,000.00 | \$ 273,000.00 |
| 38   | 90       | LF    | 8" HDPE PIPE                                                                                                                                                      | \$ 20.00      | \$ 1,800.00   |
| 39   | 1        | LS    | COMMON WORK RESULTS FOR ELECTRICAL - MATERIALS AND METHODS                                                                                                        | \$ 100.00     | \$ 100.00     |
| 40   | 1        | LS    | CONDUCTOR & CABLES                                                                                                                                                | \$ 100.00     | \$ 100.00     |
| 41   | 1        | LS    | GROUNDING & BONDING                                                                                                                                               | \$ 100.00     | \$ 100.00     |
| 42   | 1        | LS    | HANGERS & SUPPORTS                                                                                                                                                | \$ 100.00     | \$ 100.00     |
| 43   | 1        | LS    | RACEWAY & BOXES                                                                                                                                                   | \$ 100.00     | \$ 100.00     |
| 44   | 1        | LS    | ELECTRICAL IDENTIFICATION                                                                                                                                         | \$ 100.00     | \$ 100.00     |
| 45   | 1        | LS    | AS-BUILT DRAWINGS                                                                                                                                                 | \$ 100.00     | \$ 100.00     |
| 46   | 1        | LS    | SLEEVES AND SLEEVE SEALS                                                                                                                                          | \$ 100.00     | \$ 100.00     |
| 47   | 1        | LS    | TRENCHING, SITE EXCAVATION, BACKFILLING, AND COMPACTION                                                                                                           | \$ 100.00     | \$ 100.00     |

TOTAL CONSTRUCTION COST, BASE BID Items #1 - #47, Inclusive

\$ 948,750.00

nine hundred + forty eight thousand + seven hundred  
+ fifty dollars even -

TOTAL AMOUNT BASE BID WRITTEN OUT

[Signature]  
SIGNATURE

Rogan Rivera, president  
NAME & TITLE

6/4/2024  
BID DATE

Green Valley Group Inc.  
COMPANY NAME

## **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

**Green Valley Group, Inc.** as Principal, **Bondex Insurance Company** as Surety, are hereby and firmly bound unto the **City of Orange Township**, in the penal sum of **Ten Percent Of The Amount Bid Not To Exceed Twenty Thousand And 00/100 Dollars (10% Of The Amount Bid Not To Exceed \$20,000.00)** for payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this **7th day of June, 2024**.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

### **Metcalf park improvements phase 2**

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

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

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

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

Surety: **Bondex Insurance Company**


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

  
Philip S. Tobey, Attorney-in-Fact

\_\_\_\_\_  
Dolmy Perez, Witness

Principal: **Green Valley Group, Inc.**

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

  
BOGAR RIVERA, PRESIDENT

  
\_\_\_\_\_  
Fawnia Pasternak

FAWNIA PASTERNAK, WITNESS

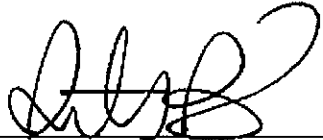
## Consent of Surety

**Bondex Insurance Company**, a corporation created and existing under the laws of the State of New Jersey, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the State of New Jersey (hereinafter, the "Surety") does hereby consent and agree with the bid of **Green Valley Group, Inc.** (hereinafter, the "Principal"), as principal, for **Metcalf park improvements phase 2** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

This Consent of Surety has been signed, sealed and dated on **June 7, 2024**

ATTEST:



\_\_\_\_\_  
**Destiny Perez, Witness**

**Bondex Insurance Company**



\_\_\_\_\_  
**Philip S. Tobey, Attorney In fact**

POWER OF ATTORNEY

Bond # BB24026515270

# Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS: That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having its principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

**Phillip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan C. Bauer**

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company.

This Power of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

*RESOLVED that the Chief Executive Officer, President, Vice President or Secretary, shall have the power and authority*

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

*RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed.*

IN WITNESS WHEREOF, BONDEX INSURANCE COMPANY has caused its seal to be affixed hereto and executed by its President on the 31st day of October, 2022.

BONDEX INSURANCE COMPANY

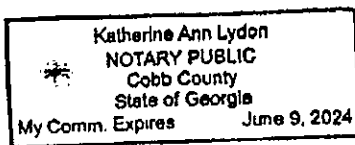
BY Antonio R. Barner  
Antonio R. Barner, President

State of GEORGIA  
County of COBB

### ACKNOWLEDGEMENT

On this 31st day of October, 2022, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



BY Katherine Ann Lydon  
Name: Katherine Ann Lydon  
Notary Public

### CERTIFICATE

I, J. Stephen Berry, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

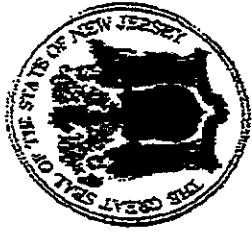
Signed and Sealed at Atlanta, Georgia this day of this 7th day of June, 2024.



BY J. Stephen Berry  
J. Stephen Berry, Secretary

**WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Registration Date: 04/05/2023  
Expiration Date: 04/04/2025



Certificate Number:  
714872

# 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:

**2023**

Responsible Representative(s):  
Hector Rivera, President

Robert Acero-Ayub, Commissioner  
Division 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

AN ELECTRICIAN'S 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

GREEN VALLEY GROUP INC  
Bogart Rivera  
180 Convent Rd  
Nanuet NY 10954

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  
GREEN VALLEY GROUP INC  
Home Improvement Contractor

OR PLUMBERS LICENSE  
ELECTRICIANS  
NOT AN  
03/15/2024 TO 03/31/2025  
VALID

SIGNATURE  
*Cari Zois*  
ACTING DIRECTOR

13VH06732300  
License/Registration/Certificate #

03/15/2024 TO 03/31/2025  
VALID

13VH06732300  
LICENSE/REGISTRATION/CERTIFICATION #

*Cari Zois*  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Home Improvement Contractors  
P.O. Box 45015  
Newark, NJ 07101

PLEASE DETACH HERE

Signature of Licensee/Registrant/Certificate Holder

GREEN VALLEY GROUP INC  
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 06732300 . EXPIRATION DATE 2025  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS PLEASE USE IT IN ALL  
CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW. USE THIS SECTION TO REPORT ADDRESS

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

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

HOME   
BUSINESS

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

HOME   
BUSINESS

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2024

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. 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 rights to the certificate holder in lieu of such endorsement(s).

ACORD  
Mr J. Gallagher Risk Management Services, LLC  
Fellowship Drive  
# 200  
Laurel NJ 08054

CONTACT NAME: Diane Steiner, AAJ, CJSR  
PHONE (A/C No. Ext): 856-865-3286 FAX (A/C No.): 856-482-1888  
EMAIL ADDRESS: Diane.Steiner@alg.com

| INSURER(S) AFFORDING COVERAGE              | NAIC# |
|--------------------------------------------|-------|
| INSURER A: Indian Harbor Insurance Company | 36940 |
| INSURER B: XL Specialty Insurance Company  | 37885 |
| INSURER C: Greenwich Insurance Company     | 22322 |
| INSURER D:                                 |       |
| INSURER E:                                 |       |
| INSURER F:                                 |       |

RECEIVED  
Green Valley Group Inc.  
11 Convent Road  
Troy NY 10954

VERAGES  
CERTIFICATE NUMBER: 1114607705  
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.

| TYPE OF INSURANCE                                                                                                                                                                                                                                                                               | ADDL SUVR INSD. WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>CONTRACTUAL LIAB<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                     | NGL100435703   | 1/12/2024               | 1/12/2025               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COM/PROP AGG \$2,000,000 |
| <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                              |                     | NBA100436903   | 1/12/2024               | 1/12/2025               | COMBINED SINGLE LIMIT (Per accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                              |
| <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTIONS 0                                                                |                     | NEC-6007771-00 | 4/4/2024                | 1/12/2025               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>PROD COMP OPS \$5,000,000<br>PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>                                                               |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below                              |                     | NGL100435703   | 1/12/2024               | 1/12/2025               | E1. EACH ACCIDENT \$<br>E1. DISEASE - EA EMPLOYEE \$<br>E1. DISEASE - POLICY LIMIT \$<br>SNOW EACH OCCURRENCE \$1,000,000<br>SNOW AGGREGATE \$2,000,000                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate is issued as Evidence of Insurance

### CERTIFICATE HOLDER

Evidence of Insurance

### 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

© 1988-2015 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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 ISSUED. 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. BROGATION 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 rights to the certificate holder in lieu of such endorsement(s).

Automatic Data Processing Insurance Agency, Inc.

CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.

PHONE (A/C No. Ext): 1-800-624-7024

FAX (A/C No.):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

Boulevard

NJ 07068

INSURER A: Charter Oak Fire Insurance Company

25615

Ind

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

Green Valley Group Inc

180 Convent Rd

NY 10954

Nanuet

CERTIFICATE NUMBER: 3284115

REVISION NUMBER:

IT 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, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE                                                           | ADDL SUBR<br>(INSR: WVG) | POLICY NUMBER           | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                          |
|-----------------------------------------------------------------------------|--------------------------|-------------------------|----------------------------|----------------------------|---------------------------------------------------------------------------------|
| COMMERCIAL GENERAL LIABILITY                                                |                          |                         |                            |                            | EACH OCCURRENCE \$                                                              |
| CLAIMS-MADE OCCUR                                                           |                          |                         |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                    |
|                                                                             |                          |                         |                            |                            | MED EXP (Any one person) \$                                                     |
|                                                                             |                          |                         |                            |                            | PERSONAL & ADV INJURY \$                                                        |
|                                                                             |                          |                         |                            |                            | GENERAL AGGREGATE \$                                                            |
|                                                                             |                          |                         |                            |                            | PRODUCTS - COMP/OP AGG \$                                                       |
|                                                                             |                          |                         |                            |                            | \$                                                                              |
| GEN'L AGGREGATE LIMIT APPLIES PER:                                          |                          |                         |                            |                            | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
| POLICY PROJECT LOC                                                          |                          |                         |                            |                            | BODILY INJURY (Per person) \$                                                   |
| OTHER:                                                                      |                          |                         |                            |                            | BODILY INJURY (Per accident) \$                                                 |
| AUTOMOBILE LIABILITY                                                        |                          |                         |                            |                            | PROPERTY DAMAGE (Per accident) \$                                               |
| ANY AUTO                                                                    |                          |                         |                            |                            | \$                                                                              |
| OWNED AUTOS ONLY SCHEDULED AUTOS                                            |                          |                         |                            |                            | EACH OCCURRENCE \$                                                              |
| HIRED AUTOS ONLY NON-OWNED                                                  |                          |                         |                            |                            | AGGREGATE \$                                                                    |
| AUTOS ONLY AUTOS ONLY                                                       |                          |                         |                            |                            | \$                                                                              |
| UMBRELLA LIAB OCCUR                                                         |                          |                         |                            |                            |                                                                                 |
| EXCESS LIAB CLAIMS-MADE                                                     |                          |                         |                            |                            |                                                                                 |
| DED RETENTIONS                                                              |                          |                         |                            |                            |                                                                                 |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                               |                          |                         |                            |                            | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N                      |                         |                            |                            | E.L. EACH ACCIDENT \$ 1,000,000                                                 |
| If yes, describe under DESCRIPTION OF OPERATIONS below                      | N                        | N/A N UB-3X292697-23-42 | 11/05/2023                 | 11/05/2024                 | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                         |
|                                                                             |                          |                         |                            |                            | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

\*\*Insured Copy\*\*

180 Convent Rd

Nanuet

NY 10954

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

04/07/21

Taxpayer Identification# 800-363-881/000

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)292-9282.

I wish you continued success in your business endeavors.

Sincerely,

*James J. Fuscone*

James J. Fuscone  
Director  
New Jersey Division of Revenue

|                                                          |                                                                       |                                                                                       |
|----------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                                                       | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 282<br>TRENTON, NJ 08646-0282 |
| TAXPAYER NAME:<br>GREEN VALLEY GROUP INC                 | TRADE NAME:                                                           |                                                                                       |
| ADDRESS:<br>535 FAIRVIEW AVE APT B<br>WESTWOOD NJ 07575  | SEQUENCE NUMBER:<br>1455712                                           |                                                                                       |
| EFFECTIVE DATE:<br>03/31/09                              | ISSUANCE DATE:<br>04/07/21                                            |                                                                                       |
|                                                          | <i>James J. Fuscone</i><br>Director<br>New Jersey Division of Revenue |                                                                                       |

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Green Valley Group, Inc.**

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation  S Corporation  Partnership  Trust/estate
- Limited liability company. Enter the tax classification (C or S corporation, F=Partnership) ▶ \_\_\_\_\_
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any): \_\_\_\_\_

Exemption from FATCA reporting code (if any): \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**180 Convent Road**

6 City, state, and ZIP code

**Nanuet, NY 10954**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |  |  |  |  |  |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |  |  |  |  |  |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |  |  |  |  |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table> |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here: Signature of U.S. person ▶

Date ▶ 12/20/2023

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



*State of New Jersey*

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

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

August 14, 2023

Ms. Fawnia Pasternak  
D/ESBE Officer  
Green Valley Group, Inc.  
180 Convent Road  
Nanuet, NY 10954

Dear Mr. Roman:

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

Please note that this approval will be in effect for a period of one year beginning August 14, 2023 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

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

Sincerely,

*Vicki Tilghman-Ansley*

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

VT-A/smm  
c: File

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"  
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper



## EXPERIENCE STATEMENT

1. Project: Fairfield Public Library \$200K  
 Location: Fairfield, NJ  
 Engineer Name: Megan Dray - Landscape Architect  
973-287-4417  
 Scope: concrete, drainage, irrigation, landscaping
2. Project: Gaffle Brook Park \$250K  
 Location: Frytowne, NJ  
 Engineer Name: Norden Murphy - Passaic County Engineer  
973-617-7187  
 Scope: build two new soccer fields & irrigation system
3. Project: Wessel Brook Park \$250K  
 Location: Clifton, NJ  
 Engineer Name: Norden Murphy - Passaic County Engineer  
973-617-7187  
 Scope: courts, sidewalks, landscaping, drainage work
4. Project: Mahon \$220K  
 Location: Tuxedo Park, NY  
 Engineer Name: Andrea Buckingham - Landscape Architect  
973-983-0616  
 Scope: new paver driveway, various landscaping, hardscaping and irrigation system
5. Project: Bergsjo \$180K  
 Location: Upper Nyack, NY  
 Engineer Name: Andrea Buckingham - Landscape Architect  
973-983-0616  
 Scope: new landscape install, sod all lawn areas
6. Project: Clifton - Richardson Scale Park \$450K  
 Location: Clifton, NJ  
 Engineer Name: Mon Macdonald - Engineer  
973-912-3454  
 Scope: clearing, excavation, drainage, planting, playground equipment, pickleball courts, horseshoe pits, gazebo



# Green Valley Group Inc

NANUET NY

845-501-7145

## TRUCKS

| QTY | TYPE OF TRUCK   | YEAR | MAKE  | MODEL  | CAPACITY |
|-----|-----------------|------|-------|--------|----------|
| 1   | Dump Tri Axle   | 2005 | Merck | Vision | 25 Tons  |
| 1   | Dump            | 2004 | Ford  | F650   | 10 Tons  |
| 2   | Tool Mason Dump | 2016 | Ford  | F550   | 4 Tons   |
| 1   | Mason Dump      | 2019 | Ford  | F350   | 3 Tons   |
| 1   | Landscape Dump  | 2016 | Ford  | F550   | 4 Ton    |
| 1   | Pick Up         | 2012 | Ford  | F250   | 1.5 TONS |
| 1   | Utility Box     | 2005 | Chevy | 2500   |          |
| 1   | Mason Dump      | 1996 | Chevy | 3500   | 3 Tons   |

## EQUIPMENT

| QTY | TYPE OF MACHINE      | YEAR | MAKE        | MODEL       | LIFT CAPACITY                     |
|-----|----------------------|------|-------------|-------------|-----------------------------------|
| 1   | Compact Track Loader | 2015 | John Deere  | 325E        | 7,400 lb                          |
| 1   | Track Loader         | 2015 | John Deere  | 331G        | 10,570 lb                         |
| 1   | Skid Steer Loader    | 2015 | John Deere  | 328E        | 5,600 lb                          |
| 1   | Compact Excavator    | 2015 | John Deere  | 306         | 5,331 lb                          |
| 1   | Compact Excavator    | 2017 | John Deere  | 353         | 3,453 lb                          |
| 1   | Excavator            | 2003 | John Deere  | 125C        | 10,208 lb                         |
| 1   | Skid Steer Loader    | 2001 | Caterpillar | 234         | 3,800 lb                          |
| 1   | Backhoe              | 2005 | Case        | 580 Super M | Front 5,182 lb / Backhoe 1,850 lb |
| 1   | Dozer                | 2000 | Commins     | D96px21     |                                   |

## TRAILERS

| QTY | TYPE OF TRAILER | YEAR | MAKE      | CAPACITY |
|-----|-----------------|------|-----------|----------|
| 1   | Equipment       | 1998 | Roger     | 20 ton   |
| 1   | Equipment       | 2000 | Pre       | 10 ton   |
| 1   | Equipment       | 2015 | Pre       | 4.5 ton  |
| 1   | Cargo           | 2014 | Cargomate | 3 ton    |
| 1   | Cargo           | 2012 | Heulmark  | 4 ton    |
| 1   | Cargo           | 2019 |           | 4 ton    |



*State of New Jersey*

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

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY  
*Governor*

SHEELA OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUCIO  
*State Treasurer*

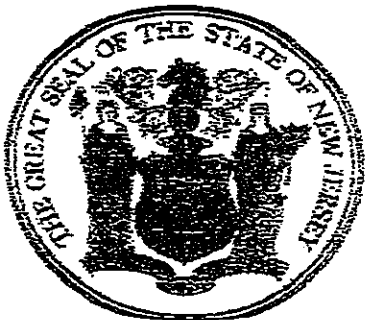
5-YEAR RECERTIFICATION  
**APPROVED**

*under the*  
Small Business Set-Aside Act

This certificate acknowledges GREEN VALLEY GROUP INC as a Category 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect throughout the 5 year certification period, the business must submit annual verification statements attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted not more than 60 days prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowick  
Deputy Director

Issued: 8/17/2023

Certification Number: A0392-58

\*Expiration: 8/17/2028

\*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.





*State of New Jersey*

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

TRENTON, NJ 08625-026

PHONE: 609-292-2146 FAX: 609-934-6679

PHIL MURPHY  
*Governor*

SHEILA OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

**3-YEAR RECERTIFICATION  
APPROVED**

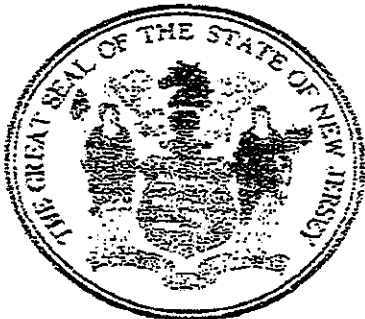
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges GREEN VALLEY GROUP INC as a Certified Minority Business Enterprise (MBE) that has met the criteria established by N.J.A.C. 17:13, 17:14, 17:46, and/or N.J.S.A. 52:23-31 et seq.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply for a provisional certification.



Peter Lowicki  
Deputy Director

Issued: 1/25/2021  
Certification Number: A0133-00

Expiration: 1/25/2024  
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

Certificate Number  
639956

Registration Date: 05/01/2024  
Expiration Date: 04/30/2026



# 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):**  
Robert Lewis, President  
Aterian Investments, Other

**Responsible Representative(s):**  
John Wozniak, CEO

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.



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** KANE COMMUNICATIONS LIMITED LIABILITY COMPANY  
**Trade Name:**  
**Address:** 572 WHITEHEAD ROAD, BLDG. 2  
 TRENTON, NJ 08619  
**Certificate Number:** 1089014  
**Effective Date:** September 17, 2004  
**Date of Issuance:** July 15, 2008

**For Office Use Only:**  
 20080715152402442

|                                                                                            |                                                                                                          |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>P.O. BOX 252<br>TRENTON, N.J. 08646-0252 |                                                                                                          |
| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE                                   | TRADE NAME:<br>KANE COMMUNICATIONS LIMITED LIABILITY CO                                                  |
| TAXPAYER NAME:<br>KANE COMMUNICATIONS LIMITED LIABILITY CO                                 | SEQUENCE NUMBER:<br>1089014                                                                              |
| TAXPAYER IDENTIFICATION#:<br>743-128-289/000                                               | ISSUANCE DATE:<br>08/24/04                                                                               |
| ADDRESS:<br>23 HAMPSHIRE COURT<br>NEW EGYPT NJ 08533                                       | ACTING DIRECTOR<br><i>John S. Tuohy</i>                                                                  |
| EFFECTIVE DATE:<br>08/28/04                                                                | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |
| FORM-BRC(08-01)                                                                            |                                                                                                          |

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

KANE COMMUNICATIONS LLC  
JAMES J ARATA JR  
572 Whitehead Road  
Trenton NJ 08619

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

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  
KANE COMMUNICATIONS LLC  
Electrical Business Permit

02/27/2024 TO 03/31/2027  
VALID

SIGNATURE  
Cari Zois  
ACTING DIRECTOR  
34EB00997000  
License/Registration/Certificate #

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Examiners of Electrical Co  
P.O. Box 45006  
Newark, NJ 07101

02/27/2024 TO 03/31/2027  
VALID

Signature of Licensee/Registrant/Certificate Holder

34EB00997000  
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

PLEASE DETACH HERE

KANE COMMUNICATIONS LLC EXPIRATION DATE 2027  
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 34EB 00997000 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

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

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

HOME   
BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
INCLUDE AREA CODE

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

HOME   
BUSINESS

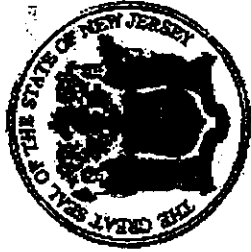
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
INCLUDE AREA CODE

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

Certificate Number  
675206

Registration Date: 06/24/2022  
Expiration Date: 06/23/2024



## 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:

Country sid Pumping, Inc.

Responsible Representative(s):  
Louis Ragusa, President

Responsible Representative(s):  
John Gaudiomonte, Secretary

Handwritten signature of Robert 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.

STATE OF NEW JERSEY  
DIVISION OF CONSUMER AFFAIRS

State Of New Jersey  
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

LOUIS J. RAGUSA  
17A COUNTRYSIDE PLEB & HTG INC  
75 PROSPECT PLACE  
HILLSDALE NJ 07642

FOR PRACTICE IN NEW JERSEY AS A(n): Master Plumber

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION  
CERTIFICATE IS CARD IS LOST  
PLEASE NOTIFY:  
Board of Exam. of Master Plumbers  
P.O. Box 13000  
Rahway, NJ 07065

05/18/2003 TO 06/30/2006  
VALID

388100526300  
LICENSE/REGISTRATION CERTIFICATE

*[Signature]*  
Director of License Regulation and Enforcement

*[Signature]*  
Acting Director

LOUIS J. RAGUSA  
YOUR LICENSE/REGISTRATION CERTIFICATE NUMBER IS 3881 00526300 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Board of Exam. of Master Plumbers  
P.O. Box 13000  
Rahway, NJ 07065

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

HOME   
BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
INCLUDE AREA CODE

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

HOME   
BUSINESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE  
INCLUDE AREA CODE

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

09/15/04

Taxpayer Identification# 222-159-333/000

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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                                                                                          | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 282<br>TRENTON, NJ 08646-0282 |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br>COUNTRYSIDE PLUMBING & HEATING, INC.   | TRADE NAME:                                                                                              |                                                                                        |
| TAXPAYER IDENTIFICATION#:<br>222-159-333/000             | SEQUENCE NUMBER:<br>1088618                                                                              |                                                                                        |
| ADDRESS:<br>73 PROSPECT PLACE<br>HILLSDALE NJ 07549      | ISSUANCE DATE:<br>09/15/04                                                                               |                                                                                        |
| EFFECTIVE DATE:<br>07/12/77                              |                                                                                                          |                                                                                        |
| FORM-BRC(08-01)                                          | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                                                                                        |

## NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Orange for the METCALF PARK IMPROVEMENTS PHASE II in the City of Orange Township, 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 (201) 624-2137, or by submitting an email to Christian.Romero@rve.com and Keri.Castillo@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 Friday, June 7, 2024, at 11:00 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.  
Marty Mayes,CRP, SRMP, CPWM  
Mayor  
Director  
Public Works/Engineering  
(973) 952-6078

Dated: May 24, 2024  
5/24/24

\$184.23

# 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 General

The project consists of reconstructing the tennis courts and replacement of existing site amenities at Metcalf Park in the City of Orange Township, Essex County New Jersey.

### 1.02 Description

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

1. Removal of existing tennis, as indicated.
2. Milling and excavation of existing bituminous concrete tennis court, as indicated on the plans.
3. Installation of 1.5" thick hot mix asphalt 4.75 L 64 surface course, as indicated on the plans.
4. Acrylic resurfacing, color coating and line striping of tennis court, as indicated on the plans.
5. Installation of new tennis & pickle ball amenities, as indicated on the plans.
6. Reconstruction of the existing asphalt circulation path, as indicated on the plans.
7. Rehabilitation of the existing gazebo area, as indicated on the plans.
8. Installation of new picnic tables and gravel mulch, as indicated on the plans.
9. Installation of new fences and fence gate, as indicated on the plans.
10. Trimming & removal of trees, as indicated on plans.

- 1.03 All related incidental work, including traffic control, dust control, soil erosion control, clearing, cleaning and restoration.
- 1.04 The contractor is responsible for the location of all utilities and for scheduling all work involved with utilities. Any cost related to the contractor shall be included in the various items of the proposal.
- 1.05 The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.
- 1.06 The plans entitled "Improvements to Metcalf Park (Phase II)" City of Orange Township, Essex County, New Jersey," 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 **Ninety (90) calendar days** from the date of the Notice to Proceed.

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

#### **ARTICLE V -- PERFORMANCE SURETY BOND**

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

#### **ARTICLE VI – INSURANCE**

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

#### **ARTICLE VII – ASSIGNMENT**

The CONTRACTOR further declares and agrees that it will not assign, transfer or otherwise dispose of this Agreement or of its right or interest herein, nor assign by power of attorney or otherwise, any of the City of Orange TOWNSHIP

monies due or to become due to it without having obtained the previous consent in writing of the CITY. If without said consent, the CONTRACTOR should assign or otherwise dispose of this Agreement, its interest therein or any part thereof, or money due or to become due, thereon, the CITY may revoke and annul this Agreement and thereupon said CITY will be relieved from all liability growing out of this Agreement to the Contractor or its assigns.

#### **ARTICLE VIII – BANKRUPTCY**

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

#### **ARTICLE IX – INDEMNITY**

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

#### **ARTICLE X - RESPONSIBILITY OF THE CITY AND ENGINEER**

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

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

#### **ARTICLE XI: CONTRACTOR'S STATUS AND RESPONSIBILITIES**

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

the CITY.

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

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

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

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

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

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

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

#### **ARTICLE XII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK**

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

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

#### **ARTICLE XIII – MISCELLANEOUS**

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

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

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

D. It is expressly understood and agreed by the CITY that any monies paid under the terms of this Agreement shall not constitute a waiver of any of its rights under the terms of the specifications, proposal or advertisement, nor of any of its defenses hereunder.

E. No increases in wages or material shall in any way effect this Agreement, anything to the contrary notwithstanding.

- F. The failure of the CITY to insist upon the strict performance of any of the covenants or conditions of this Agreement (i.e., observation by the CITY/ENGINEER or their agents, nor any orders or certificates of measurement by the ENGINEER, nor any order by the CITY for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the CITY, nor any extension of time or any possession taken by the CITY or its employees), shall not be construed as a waiver or relinquishment for the future performance of any such covenants or conditions, but the same shall remain in full force and effect.
- G. A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,
- (i) In the case of the CONTRACTOR, is addressed to or delivered personally to the address shown above; and
  - (ii) In the case of the CITY, is addressed to or delivered personally to the CITY, c/o Municipal Clerk at 29 North Day Street, Orange, New Jersey 07050; or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided by this section.
- H. In the event any action or suit or proceeding is brought for failure to observe any of the covenants of this Agreement, CONTRACTOR agrees to pay CITY such sums as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding.
- I. While engaged in carrying out and complying with the terms and conditions of this Agreement, CONTRACTOR is an independent contractor and not an officer, employee or agent of the CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

#### **ARTICLE XIV - ANTIDISCRIMINATION PROHIBITED**

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

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, neither the CONTRACTOR or any subcontractor shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. Neither the CONTRACTOR, subcontractor, nor any person on his or its behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status or sex;
- C. There may be deducted from the amount payable to the CONTRACTOR by the CITY, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be cancelled or terminated by the CITY, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the CONTRACTOR from the CITY of any prior violation of this section of the contract.

## **ARTICLE XV - PREVAILING WAGES**

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

## **ARTICLE XVI - AFFIRMATIVE ACTION**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, 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 place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

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

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

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



- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
  5. If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral

agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

## **ARTICLE XVII: AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR and the CITY do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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**

- i. **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 1701U. 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**