

CITY COUNCIL

The City of Orange Township, New Jersey

DATE November 6, 2024

NUMBER 500-2024

TITLE: A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR THE 2022 NJDOT SAFE STREETS TO TRANSIT PROJECT ORANGE TRANSIT STATION UNDERPASS AND RAILROAD PLACE IMPROVEMENT PROJECT TO PORTOFINO BUILDERS, LLC, 69 IRWIN STREET, SPRINGFIELD, NEW JERSEY 07081 IN THE AMOUNT NOT TO EXCEED \$229,535.00.

WHEREAS, the City of Orange Township did duly advertise on September 19, 2024 for public bids for the 2022 NJDOT Safe Streets to Transit Project Orange Trainsit Station Underpass and Railroad Place Improvement Project; and

WHEREAS, on October 16, 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 Bid Amount
Portofino Builders, LLC Springfield, New Jersey	\$229,535.00
Cedar Contracting Co, Inc. Hillside, New Jersey	\$231,908.05
AA Berms LLC Belleville, New Jersey	\$314,055.00

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:

Portofino Builders, LLC
69 Irwin Street
Springfield, New Jersey 07081

\$229,535.00

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

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

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and made a part hereof


A. M. ZRATH
CITY ATTORNEY

as it set forth in length herein, certifying that monies are available in Account No. G-02-00-559-001-022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey that a contract be awarded for 2022 NJDOT Safe Streets to Transit Project Orange Transit Station Underpass and Railroad Place Improvement Project to Portofino Builders, LLC, the aforesaid lowest responsive bidder, in the amount not to exceed \$229,535.00.

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: November 6, 2024

Joyce L. Lanier
City Clerk

Adrienne K. Wooten
Council President

AGREEMENT

In conjunction with the NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project, (hereinafter "Work Title")

THIS AGREEMENT by and between:

City of Orange Township, 29 North Day Street, Orange, NJ 07050-9998 (hereinafter "OWNER")

and _____ (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. Defined Terms. Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.

2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.

3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.

4. Contract Documents. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and do not include addenda.

5. Work. Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices as amended hereby to exclude all Alternate Pay Items.

6. Notice to Proceed. Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.

7. Commencement of Contract Time. Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

8. Contract Times. Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:

(a) Substantial Completion. No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.

(b) Final Payment. The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions, with 90 calendar days of the notice to proceed.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

CONTRACTOR:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Signature Date: _____

OWNER:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Effective Date of the Agreement: _____

As to Form and Sufficiency

Gracia R. Montilus, City Attorney

Joyce L. Lanier, City Clerk

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal Secretary)

(SEAL)

(Principal)

By: _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

(Address)

By: _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

NOTE: There are to be executed an appropriate number of counterparts of this Maintenance Bond corresponding to the number of counterparts of the Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Jersey.

**CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS
NJDOT SAFE STREETS TO TRANSIT
ORANGE TRANSIT STATION UNDERPASS AND
RAILROAD PLACE IMPROVEMENT PROJECT
CITY OF ORANGE TOWNSHIP
ESSEX COUNTY, NEW JERSEY**



Prepared for:
City of Orange Township
29 North Day Street
Orange, New Jersey 07050-9998

Prepared by:
Watermen, LLC
3107 Atlantic Avenue
Allenwood, New Jersey 07820

August 2024

A handwritten signature in black ink, appearing to read 'Ni DeCotiis', is written over a horizontal line.

Nicholas DeCotiis, P.E.
NJ Professional Engineer License No. 24GE04785900

**NJDOR SAFE STREETS TO TRANSIT – ORANGE STATION UNDERPASS AND
RAILROAD PLACE IMPROVEMENT PROJECT
CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY**

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INVITATION TO BID

NOTICE TO BIDDERS hereby is given that Bids are invited and will be received as set forth below.

1. OWNER:

City of Orange Township
29 North Day Street
Orange, NJ 07050-9998

2. WORK TITLE: NJDOT Safe Streets to Transit Project Orange Transit Station Underpass and Railroad Place Improvement Project

3. WORK SITE: South Essex Avenue and Railroad Place, Orange, NJ

4. WORK DESCRIPTION: The proposed work consists of the removal and replacement of existing sidewalk and curbing, a new speed table, roadway lighting, crosswalks, grading and curb ramp improvements.

5. ENGINEER:

Watermen, LLC
3107 Atlantic Avenue
Allenwood, NJ 08720

Attention: Nicholas DeCotiis
Telephone: (732) 735-9108
Email: nick@watermenllc.com

6. CONTRACT DOCUMENTS:

Contract Documents will be made available electronically. Please contact Nicholas DeCotiis at nick@watermenllc.com for access directions. Should hard copies be desired, Contract Documents may be purchased at \$250.00 per set, Monday through Friday, except legal holidays, from 8:00 A.M. to 5:00 P.M., prevailing time by contacting the Engineer via email. Cash is accepted and all checks are to be made out to Watermen, LLC. No refunds will be made.

7. USE OF CONTRACT DOCUMENTS:

Contract Documents are available solely for the purpose of obtaining Bids and not to confer a license or grant for any other purpose.

8. PRE-BID MEETING:

No Pre-Bid Meeting is scheduled for this project. Prospective bidders are free to visit the site at any time.

9. BID GUARANTEE:

Bid Guarantee is required in an amount not less than ten (10) percent of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars (\$20,000).

10. CONSENT OF SURETY:

A certificate is required from a surety company stating that it will provide bonds in the form and amounts as stated in the Contract Documents.

11. SUBMISSION OF BIDS:

Bids shall be placed in sealed envelopes, clearly marked with “**Sealed Bid – 11:00 AM Wednesday, October 16, 2024**”, the project name, and the Bidder’s name and address. Bids must be received by Owner prior to the Date and Time indicated for Public Bid Opening and Reading in Paragraph #12. No Bids will be received after the indicated Date and Time. Bidders may either:

- (a) mail Bids to: City of Orange Township
29 North Day Street
Orange, NJ 07050-9998
Attn: *Marty Mayes, Director of Public Works and Engineering*

or (b) hand deliver Bids to Owner at the Place indicated for Public Bid Opening and Reading in Paragraph #12.

12. PUBLIC BID OPENING AND READING:

Date: Wednesday, October 16, 2024
Time: 11:00 AM EDT
Location: City of Orange Township City Hall
4th Floor Council Chambers
29 North Day Street
Orange, NJ 07050-9998

13. STATUTORY REQUIREMENTS:

Bidders are required to comply with all applicable Laws and Regulations including the N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 (Affirmative Action) P.L. 1999, C.238 (Public Works Contractor Registration), P.L. 1963, C. 150 (Prevailing Wages) and P.L. 2004, C. 57 (New Jersey Business Registration Requirements).

14. REJECTION OF BIDS:

Owner reserves the right to reject any or all Bids and to waive any immaterial defect or informality in any Bid, if deemed in the best interest of Owner.

THIS BID IS BEING ISSUED BY ORDER OF City of Orange Township

Dwayne D. Warren, Esq., Mayor

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

INSTRUCTIONS TO BIDDERS

1. Contract Documents

1.1 Bidder may: (a) contact Engineer if the Contract Documents obtained by Bidder are not complete as listed on the Title Page; (b) notify Engineer in writing of questions regarding the Contract Documents; and (c) contact Engineer to verify the number, if any, of Addenda issued after the Issue Date of Contract Documents.

1.2 Bidder may contact Engineer to request of copy of the prevailing wage determination made for the Work by the New Jersey Department of Labor at or about the Issue Date of the Contract Documents. In accordance with the Agreement in the Contract Documents, applicable rates are those in effect on the date of the Notice of Award.

1.3 Bidder may: (a) examine reports and drawings regarding subsurface and physical conditions, and hazardous environmental condition at Site, if listed in the Schedule of Reports and Drawings in the Supplementary Conditions; (b) make independent investigations regarding Underground Facilities since Owner and Engineer are not responsible for accuracy and completeness of information in the Contract Documents regarding Underground Facilities; and (c) contact Engineer to arrange Site inspections subject to the understandings: that Bidder shall indemnify and hold harmless Owner and Engineer from claims arising from Bidder's inspections; and that information and representations obtained during inspections of the Site are not a part of the Contract Documents.

2. Bid Form and Supplements

2.1 Bidder must complete all information required on the Bid Form and Bid Form Supplements, in accordance with instructions thereon, responsively, without conditions, and handwritten in ink or typewritten.

3. Schedule of Prices

3.1 Bidder must complete all entries required on the Schedule of Prices responsively, without conditions, and handwritten in ink or typewritten.

3.2 Bidder, with regard to Work to be defined in the Agreement, must understand that Pay Items may be classified solely for Bid purposes as follows: (a) all Basic Pay Items will be included in the Work; (b) any, all, or none of the Optional Pay Items may be included in the Work; and (c) one or none in each category of Alternate Pay Items may be included in the Work.

3.3 Bidder must understand: (a) that Pay Items are designated as Lump Sum Work or Unit Price Work; (b) that the unit of measurement and the number of units are listed for Unit Price Work; and (c) that the number of units is an estimate solely for Bid purposes and payment will be based on quantities measured pursuant to the Contract Documents.

3.4 Bidder, for all Pay Items, must enter Bid prices in words, as is done typically in writing bank checks, and understand that these word entries shall govern over numerical entries calculated from Bid prices. New Jersey State Sales and Use Taxes should not be included in Bid prices since Owner is a public body and exempt from these taxes.

3.5 Bidder, for all Pay Items, must extend amounts for Lump Sum Work as numerical entries in the same amount as the word entry; and for Unit Price Work as numerical entries in amounts calculated as the word entry multiplied by the number of units indicated. These entries of Amount are subject to verification by the Owner based on word entries.

3.6 Bidder must make a numerical entry of the Total Bid Amount calculated as the sum of the following: (a) all Basic Pay Items; (b) if applicable, all Optional Pay Items; and (c) if applicable, Alternative Pay Items in each category with the highest price. The entry for Total Bid Amount is subject to verification by the Owner based on word entries.

4. Bid Submission

4.1 Bidder must submit only the completed and executed Bid Form and Bid Form Supplements. The submittal shall not include the bound Contract Documents or Drawings listed on the Title Page. Bidder must understand and accept the bound Contract Documents and Drawings, although not returned with the Bid Form and Bid Form Supplements, are incorporated with the Bid as if made a part thereof.

4.2 Bidder must place Bid Form and Bid Form Supplements in an opaque envelope, which must be sealed, and marked outside with the name of Owner, the title of Work, and the name and address of Bidder. Bidder may either: (a) hand deliver the opaque envelope to Owner; or (b) mail or otherwise send the opaque envelope to Owner, in which case the opaque envelope must be enclosed in an outer envelope and addressed to the Owner with the notation "Bid Enclosed". Addresses for hand delivery and mailing are given in the Invitation to Bid.

4.3 According to N.J.S.A. 34:11-56.51, no Contractor shall bid on any contract for public work as defined in Section 2 of P.L.1963, c 150 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a bid proposal for the contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48) at the time the bid is made. No Contractor or Subcontractor, including a Subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the Contractor or Subcontractor is registered pursuant to that act. Bidder must provide a valid Public Works Contractor Registration Certificate issued by the N.J. Department of Labor. Failure to furnish the required Registration Certificate at the time of bid is a mandatory cause for the rejection of the bid.

"Public Work" means construction, reconstruction, demolition, alteration or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds for a public body, except work performed under a rehabilitation program. "Public Work" shall also mean construction, reconstruction, demolition, alternation, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of entering into of the contract:

- a. Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body, and
- b. The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

4.4 According to N.J.S.A. 34:11-56.55, each Contractor shall, after bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for

all Subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

5. Bid Withdrawal or Modification

5.1 Bidder, prior to Public Bid Opening and Reading, may withdraw or modify Bid by a notification to Owner signed and delivered as required for the Bid, and with the notation "Bid Withdrawal" or "Bid Modification", as applicable, on the opaque envelope and on the outer envelope if applicable.

5.2 Bidder, following the Public Bid Opening and Reading, may withdraw their Bid by notification to Owner pursuant to N.J.S.A. 40A:11-23.3, due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to (*name and title of the local official at the complete address to which the bid was submitted.*) The Bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, (*the name and title of the local official*) may contact all Bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public Owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

If a Bidder withdraws a bid, the Bidder will be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to section 21 of P.L.1999, c.440 (C.40A:11-13.2).

6. Public Bid Opening and Reading

6.1 Owner, at Public Bid Opening and Reading, will receive the Bids publicly, unseal the Bids publicly, and announce and record the Bid prices publicly, in the presence of any Bidders or their agents who are present at the Public Bid Opening and Reading.

6.2 Owner will not receive Bids after the time set forth for Public Bid Opening and Reading in the Invitation to Bid.

7. Bid Disposition

7.1 Owner, within ten (10) days after Public Bid Opening and Reading, Sundays and holidays excepted, will take one of the following actions: (a) reject all Bids and return Bid Security to all Bidders; or (b) identify the three (3) apparent lowest responsible Bidders and return Bid Security to the remaining Bidders.

7.2 Owner, in identifying the apparent lowest responsible Bidders, will make determinations as follows: (a) reject Bids that are conditional, non-responsive, or fail to comply with the Contract Documents; (b) reject Bids with obviously unbalanced entries in the Schedule of Prices; and (c) reject Bids where reasonable inquiries by Owner reveal that Bidder does not have the ability to perform in accordance with the Contract Documents.

7.3 Owner, no more than sixty (60) days after Bid Opening, will either reject remaining Bids and return Bid Security thereof, or issue to the apparent lowest responsible Bidder (hereinafter "Successful Bidder") a Notice of Award.

8. Notice of Award

8.1 The Notice of Award, if issued, will be in the form and incorporate the provisions set forth in the Notice of Award incorporated in the Contract Documents.

8.2 The Agreement issued with the Notice of Award will be in the form and incorporate the provisions set forth in the Agreement incorporated in the Contract Documents. In addition, the Agreement will incorporate appropriate language for Articles noted "To Be Completed with Issuance of Notice of Award".

9. Successful Bidder's Obligations

9.1 Successful Bidder within fourteen (14) days, Sundays and holidays excepted, after receiving the Notice of Award shall deliver to Owner four (4) copies of each of the following: signed Agreement, Construction Performance Bond, Construction Payment Bond, Surety Disclosure Statement, Certification of Authority, Certificate of Insurance, and Affirmative Action Evidence.

9.2 Failure by Successful Bidder to sign the Agreement containing the mandatory affirmative action language set forth in Exhibit B of the Agreement shall be deemed failure to furnish a signed Agreement, and thereby grounds for forfeiture of Bid Security.

9.3 Failure by Successful Bidder to provide a Construction Performance Bond in the amount and under the terms specified in the Contract Documents may be deemed failure to furnish the required Construction Performance Bond, and thereby grounds for forfeiture of the Bid Security.

9.4 Failure by Successful Bidder to provide a Construction Payment Bond in the amount and under the terms specified in the Contract Documents may be deemed failure to furnish the required Construction Payment Bond, and thereby grounds for forfeiture of the Bid Security.

9.5 Failure of Successful Bidder to provide a Surety Disclosure Statement in conjunction with Performance and Payment Bonds in the form set forth in N.J.S.A. 2A:44-143d may be deemed failure to furnish the required Security Disclosure Statement and thereby grounds for forfeiture of Bid Security.

9.6 Failure of Successful Bidder to provide a Certification of Authority in conjunction with Performance and Payment Bonds as issued by the Commissioner of the Department of Insurance may be deemed failure to furnish the required Certificate of Authority and thereby grounds for forfeiture of Bid Security.

9.7 Failure by Successful Bidder to provide a Certificate of Insurance listing the coverage's and limits of liability specified in the Schedule of Insurance Requirements in the Supplementary Conditions may be deemed failure to furnish the required Certificate of Insurance, and thereby grounds for forfeiture of the Bid Security.

9.8 Successful Bidder must submit their Initial Project Workforce Report (Form AA201) to the Owner or public agency awarding the contract and the Department of the Treasury Division of Contract Compliance and Equal Employment Opportunity in Public Contracts Office. The Initial Project Workforce Report will be made available to the contractor by the Owner or public agency awarding the contract. A contractor's bid must be rejected as non-responsive if the successful contractor fails to submit the Initial Project Workforce Report within the time specified.

In the event Bidder does not have evidence of an existing approved or sanctioned Affirmative Action Program, Bidder should complete Form AA-201 (copy enclosed) and retain one copy; submit two (2) copies to the Division of Contract Compliance and Equal Employment Opportunity Office and obtain a receipt thereof; and submit one (1) copy to the Owner as evidence of Affirmative Action, with a copy of the delivery receipt from the Division of Contract Compliance and Equal Employment Opportunity Office. Bidder should verify this initial procedure, and Contractor's monthly reporting requirements, with the Division of Contract Compliance and Equal Employment Opportunity Office at the following address:

New Jersey Department of Treasury
Division of Contract Compliance & Equal Employment
Opportunity in Public Contracts
P.O. Box 209
Trenton, NJ 08625-0209
(609) 292-9550

9.9 Failure by the Successful Bidders to provide a copy of its New Jersey Department of Labor Contractor Registration Certificate pursuant to N.J.S.A. 34:11-56.51 may be deemed failure to furnish the required NJDOL Contractor Registration Certificate and thereby grounds for forfeiture of Bid Security.

Prior to award of a contract, the Successful Bidder must furnish NJDOL Contractor Registration Certificates for any and all subcontractors and sub-subcontractors, listed and not listed in Supplement D - List of Subcontractors. Failure by the Successful Bidder to provide a copy of all subcontractors' New Jersey Department of Labor Contractor Registration

Certificates pursuant to N.J.S.A. 34:11-56.51 may be deemed failure to furnish the required subcontractors' NJDOL Contractor Registration Certificates and thereby grounds for forfeiture of Bid Security.

10. Forfeiture of Bid Security

10.1 Owner may declare Successful Bidder's Bid abandoned, annul Successful Bidder's Notice of Award; and declare Successful Bidder's Bid Security forfeited unconditionally, as liquidated damages and not as a penalty, if fifteen (15) days, Sundays and holidays excepted, after receiving the Notice of Award, the Successful Bidder has failed to deliver to Owner four (4) copies of each of the following: signed Agreement, Construction Performance Bond, Construction Payment Bond, Surety Disclosure Statement, Certificate of Authority, Certificate of Insurance, and Affirmative Action Evidence and the Successful Bidder's and all subcontractors' New Jersey Department of Labor Contractor Registration Certificates.

11. Owner's Execution of Agreement

11.1 Owner, within seven (7) days, Sundays and holidays excepted, after receiving from the apparent lowest responsible Bidder the signed Agreements and required attachments thereto will: (a) return Bid security; and (b) deliver to the Contractor one executed counterpart of the Contract Documents incorporating Owner's execution of the Agreement which establishes the Effective Date of Agreement.

12. Remaining Bidders

12.1 Owner, within three (3) days, Sundays and holidays excepted, following execution of the Agreement, will return Bid Security to the remaining Bidders.

13. Completion Time

13.1 All work shall be completed and ready for final payment within 90 days of the project notice to proceed..

BID FORM

OWNER: City of Orange Township

WORK TITLE: NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project

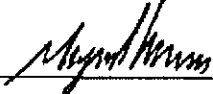
BIDDER: PORTOFINO BUILDERS LLC
69 IRWIN ST SPRINGFIELD, NJ 07081

(Enter Bidder's legal name and address)

1. Documents. Bidder understands and accepts all provisions of the Contract Documents.
2. Bid Form Supplements. Bidder encloses herewith the following executed Bid Form Supplements: Bid Guarantee, Consent of Surety, Statement of Corporate Ownership, List of Subcontractors, Acknowledgement of Receipt of Changes to Contract Documents, Non-Collusion Affidavit, Contractor's Experience Statement, Iran Disclosure Form and Bid Document Submission Checklist.
3. Schedule of Prices. Bidder encloses herewith a completed Schedule of Prices in accordance with the Instructions to Bidders Section of this document.
4. Communications. Bidder requests that communications regarding this Bid be addressed as follows:

Name: Miguel Carreira
Address: 69 IRWIN ST SPRINGFIELD, NJ 07081
Telephone: 908-612-1878
Fax: _____

5. Signature. Bidder executes this Bid by signature of the person or persons authorized to sign for the Bidder.

SIGNATURE: 

Name (printed): MIGUEL CARREIRA

SIGNATURE: _____

Name (printed): _____

Date: _____

BID FORM SUPPLEMENT A
BID GUARANTEE
(As Required by N.J.S.A. 40A: 11-21)

OWNER: City of Orange Township

WORK TITLE: NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project

BIDDER'S LEGAL NAME: PORTOFINO BUILDERS LLC

INSTRUCTIONS:

(1) Bidder must calculate Bid Guarantee at ten (10) percent of the Total Bid Amount shown by Bidder in the Schedule of Prices. The maximum required Bid security shall be Twenty Thousand Dollars (\$20,000).

(2) Bidder must make Bid Guarantee payable to Owner either in the form of a certified check or Bid Bond issued by a surety authorized to do business in state where the work is to be performed.

(3) A Bid Bond must incorporate the following information and provisions:

Surety Name and Address
Owner (Same as in Invitation to Bid)
Work Title (Same as in Invitation to Bid)
Bidder (Same as in Bid Form)
Penal Sum (Amount as required in Contract Documents)
Default (According to Contract Documents)
Payment (According to Contract Documents)

(4) Bidder, and Surety when a Bid Bond is submitted, must understand, and accept all provisions regarding forfeiture of Bid security as set forth in the Instructions to Bidders.

(5) Bidder must understand and accept that any departure in the required amount of Bid Guarantee from the amount calculated as specified in the Contract Documents, or any departure in the provisions incorporated in a Bid Bond from the provisions specified in the Contract Documents, shall be grounds for rejection of the Bid.

Bidder must check and initial one of the following:

 Bidder has affixed hereto a certified check.

 X Bidder has affixed hereto a Bid Bond. *MC*

' See Attached '
BID FORM SUPPLEMENT B
CONSENT OF SURETY
(Pursuant to N.J.S.A. 40A: 11-22)

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

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the _____ is licensed to
(Surety Company)

Conduct business in the state of New Jersey and will provide to _____
(Contractor)

a performance bond in the full amount of awarded contract in the event that said contractor is

awarded a contract for the above project.

Authorized Agent of Surety Company

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

BID FORM SUPPLEMENT C
STATEMENT OF CORPORATE OWNERSHIP
(Pursuant to N.J.S.A. 52:25-24.2)

NAME OF BUSINESS PORTOFINO BUILDERS LLC

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

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: MIGUEL CARREIRA

Name: RICARDO DESOUSA

Home Address: 69 IRWIN ST

Home Address: 154 LOCUST AVE

SPRINGFIELD, NJ 07081

MOUNTAINSIDE, NJ 07092

Name: VITOR SILVA

Name: JAMES MAZZELA

Home Address: 37 ST CHARLES ST

Home Address: 115 8TH N ST

NEWARK, NJ 07105

BRIGANTINE, NJ 08203

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 16th day of October, 2024

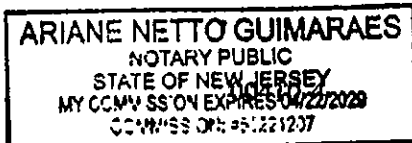
Miguel Carreira
(Affiant)

(Notary Public)

My Commission expires: 04/22/2029

MIGUEL CARREIRA - MANAGING
(Print Name & Title of Affiant) MEMBER

(Corporate Seal)



**BID FORM SUPPLEMENT D
LIST OF SUBCONTRACTORS**

Requested by
THE LOCAL PUBLIC CONTRACT LAW
N.J.S.A. 40A: 11-16
And P.L. 1997, Chapter 488

City of Orange Township

BID OPENING DATE Wednesday, October 16, 2024

Work Title: NJDOT Safe Streets to Transit Orange Transit Station Underpass
and Railroad Place Improvement Project

CONTRACTOR: Portafino Builders LLC

Name Under Which Subcontractor Licensed	License No.	N.J. Dept. of Labor Certificate No.	Address of Office Mill or Shop	Specific Description of Subcontract	Percent of Contract	Price Quote to be Awarded to Subcontractor
Statewide Striping		608420	499 Pomeroy Rd Bersippany, NJ	Striping	2.5%	\$5,704

I, Portafino Builders LLC, (NAME OF CONTRACTOR) certify that the price quotes submitted above will be awarded to each Subcontractor should I be awarded the Contract.

NAME: Miguel Carreira
ADDRESS: 69 IRWIN ST SPRINGFIELD, NJ 07081

SIGNED BY: Miguel Carreira

BID FORM SUPPLEMENT E
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

CITY OF ORANGE TOWNSHIP

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
<u>N/A</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Acknowledged for: PORTOFINO BUILDERS LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: MIGUEL CARREIRA

Title: MANAGING MEMBER

**BID FORM SUPPLEMENT F
NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of UNION

SS:

I, MIGUEL CARREIRA residing in SPRINGFIELD
(Name of Affiant) (Name of Municipality)

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

I am MANAGING MEMBER of the firm of PORTOFINO BUILDERS
LLC the bidder making this Proposal for the bid proposal entitled
NJDOT SAFE STREETS, and that I executed the said proposal with full authority to do
(Title of bid proposal) TO TRANSIT PROJECT ORANGE TRANSIT STATION UNDERPASS

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

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

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

Portofino Builders LLC

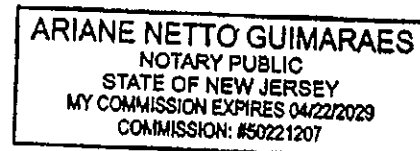
Subscribed and sworn to
Before me this

16th of October 2024

Miguel Carreira
Type or print name of affiant under signature
MIGUEL CARREIRA

Ariane Netto Guimaraes
Notary Public of New Jersey

My Commission expires 04/22/2029 2029



BID FORM SUPPLEMENT G (Cont.)
INFORMATION SHOWING QUALIFICATIONS FOR WORK

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

How many consecutive years has he/she/they been engaged in the Contracting business under the present financial name? (5 year minimum recommended) 16 years

When Organized? 2/2008

Where Incorporated? State of New Jersey

Credit available for this Contract \$ _____

Contracts in Hand – Number _____ Gross Amount \$ _____

List Permanent Field Personnel Miguel Correia
Vitor Silva

List Construction Equipment Owned See Attached

List of Emergency Equipment Owned N/A

Has he/she/they ever refused to sign a Contract at the original bid? No

Has he/she/they ever defaulted on a Contract? No

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

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

BID SUPPLEMENT H
AFFIRMATIVE ACTION LANGUAGE

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: PORTOFINO BUILDERS LLC

Date: 10/16/24

BID SUPPLEMENT I
INDEMNITY AND HOLD HARMLESS AGREEMENT

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

And

PORTOFINO BUILDERS LLC
(Contractor)

69 IRWIN ST SPRINGFIELD, NJ 07081
Address (not a post office box)

908-612-1878
Telephone No. & Fax No.

It is understood and agreed the Contractor is;

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

Signed this 16th day of OCTOBER 2024

PORTOFINO BUILDERS LLC
Name of Bidder

Miguel Carneira
Authorized signature and title

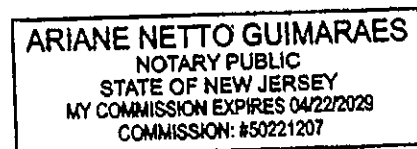
MIGUEL CARREIRA - MANAGING MEMBER
Print - Authorized signature and title

Subscribed and sworn to

Before me this 16th day of October

Ariane Netto Guimaraes
Signature of Notary

My Commission expires April 22 2029



BID SUPPLEMENT J
U.S. Department of Labor – Wage and Hour Division
Statement of Compliance

Date: 10/16/24

I Miguel Carreira, Managing Member do hereby state
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Portofino Builders LLC
(Contractor or Subcontractor)

On the _____ that during the payroll period commencing on the _____ day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said _____ from the full weekly wages earned by any
(Contractor or Subcontractor)

Person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions as defined in Regulations, Part 2(29 CFR Schedule A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108 72 Stat, 967; 76 Stat. 357;40 U.S.C. 276t)

And described below:

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated in the contract that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United State Department of Labor.
- (4) That:
 - (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - In addition to the basic

BID SUPPLEMENT K
Certificate of Registration
(P.L. 1999, C.238)

To:

Re:

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

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

BID FORM SUPPLEMENT L
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.

BID SUPPLEMENT M
COMPREHENSIVE IRAN SANCTIONS, ACCOUNTABILITY AND INVESTMENT ACT OF
2010

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN : N.J.S.A 40A:11-2.1; P.L. 2012, c. 25 (7/30/12)

Project Name: Central Avenue Spray Park Repairs
Bidder/Offeror:

PART 1: CERTIFICATION : BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's proposal non-responsive.** If the City 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 THE APPROPRIATE BOX:

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ADD ADDITIONAL COPIES OF THIS FORM TO THE SUBMITTAL

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror Contact Name	Contact Phone Number

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; that the City of Orange Township 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 the City to notify the City 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 City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	MIGUEL CARREIRA	Signature:	<i>Miguel Carreira</i>
Title:	MANAGING MEMBER	Date:	10/16/24

**BID FORM SUPPLEMENT N
BID DOCUMENT SUBMISSION CHECKLIST**



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE Research Services Related to Companies Doing Business with Russia, Belarus, and Iran

CONTRACT / BID SOLICITATION No. N/A

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Miguel Carreira _____ 10/16/24
Signature of Authorized Representative Date

MIGUEL CARREIRA - MANAGING MEMBER
Print Name and Title of Authorized Representative

PORTOFINO BUILDERS LLC
Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share, (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.



CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08645-0230

BID SOLICITATION # & TITLE: Research Services Related to Companies Doing Business with Russia, Belarus, and Iran

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Clavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under DPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:

- The Company's Quote does not include any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.
- OR
- The Company's Quote does include confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and/or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the foregoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

PORTOFINO BUILDERS LLC
Company Name

Signature

Miguel Carreira

Date

10/30/24

MIGUEL CARREIRA - MANAGING MEMBER
Print Name and Title

BID FORM SUPPLEMENT O
BID DOCUMENT SUBMISSION CHECKLIST

City of Orange Township

Work Title: NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project

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

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X A Bid Guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Form Supplement A)	MC
X A Consent of Surety, pursuant to <u>N.J.S.A. 40A:11-22</u> (Bid Form Supplement B)	MC
X A Statement of Corporate Ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Bid Form Supplement C)	MC
X A List of Subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Bid Form Supplement D)	MC
X If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) (Bid Form Supplement E)	MC

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

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X Submission of a Non-Collusion Affidavit (this form must be Notarized) (Bid Form Supplement F)	MC	X Meeting Federal Labor Standards for CDBG Funded Projects (Appendix C)	MC
X Contractor's Experience Statement (Bid Form Supplement G)	MC	X Public Works Contractor Registration Certificate(s) from the NJDOL for Contractor and for Listed Subcontractors pursuant to <u>N.J.S.A. 34:11-56.48</u>	MC
X Affirmative Action Language (Bid Form Supplement H)	MC	X All unit prices submitted and extensions properly computed	MC
X Indemnity and Hold Harmless Agreement (Bid Form Supplement I)	MC	X TOTAL BID AMOUNT stated in figures and in writing, as per the Instructions To Bidders section of this document.	MC
X Statement of Compliance (Bid Form Supplement J)	MC	X All forms signed, initialed, certified, and notarized as required	MC
X Certificate of Registration (Bid Form Supplement K)	MC	X Copy of Contractor's and all listed Subcontractor's Business Registration pursuant to <u>N.J.S.A. C.52:32-44</u> (P.L. 2004, c. 57)	MC
X Disclosure of Investment Activities in Iran (Bid Form Supplement M)	MC	X Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Bid Form Supplement N)	MC

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

Name of Bidder: FORTOFINC BUILDERS LLC

By Authorized Representative;
Signature: *Miguel Carreira*

Print Name and Title: MIGUEL CARREIRA - MANAGING MEMBER

Date: 10/16/24

SCHEDULE OF PRICES

OWNER: City of Orange Township

WORK TITLE: NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project

Bidder proposes to complete the Work in accordance with the Contract Documents at the prices set forth in this Schedule of Prices.

Item No.	Sub Section	NJDOT Item Description	Quantity	Pay Unit	Unit Price	Total
1	154.04	MOBILIZATION	1	LS	\$3,500.00	\$3,500.00
2	159.04	BREAKAWAY BARRICADE	15	UNIT	\$1.00	\$15.00
3	159.04	DRUM	30	UNIT	\$1.00	\$30.00
4	159.04	TRAFFIC CONE	100	UNIT	\$1.00	\$100.00
5	159.04	CONSTRUCTION SIGN	300	SF	\$1.00	\$300.00
6	160.04	FUEL PRICE ADJUSTMENT	1	DOLLARS	\$100.00	\$100.00
7	201.04	CLEARING SITE	1	LS	\$15,000.00	\$15,000.00
8	202.04	REMOVAL OF PAVEMENT	300	SY	\$1.00	\$300.00
9	302.04	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	300	SY	\$1.00	\$300.00
10	401.04	HOT MIX ASPHALT 19 M 64 BASE COURSE	80	TONS	\$100.00	\$8,000.00
11	401.04	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	40	TONS	\$100.00	\$4,000.00
12	509.04	HANDRAIL	45	LF	\$25.00	\$1,125.00
13	601.04	15" DUCTILE IRON PIPE	68	LF	\$210.00	\$14,280.00
14	601.04	ROOF LEADER (IF & WHERE DIRECTED)	6	UNIT	\$35.00	\$210.00
15	602.04	RESET EXISTING CASTINGS	3	UNIT	\$1,000.00	\$3,000.00
16	602.04	INLET, TYPE A	2	UNIT	\$3,000.00	\$6,000.00
17	602.04	CURB PIECE	2	UNIT	\$350.00	\$700.00

Item No.	Sub Section	NJDOT Item Description	Quantity	Pay Unit	Unit Price	Total
18	606.04	CONCRETE SIDEWALK, 4" THICK	1195	SY	\$79.00	\$94,405.00
19	606.04	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	123	SY	\$82.00	\$10,086.00
20	606.04	DETECTABLE WARNING SURFACE	15	SY	\$350.00	\$5,250.00
21	607.04	9" X 18" CONCRETE VERTICAL CURB	853	LF	\$35.00	\$29,855.00
22	610.04	TRAFFIC MARKING LINES, 24"	592	LF	\$7.00	\$4,144.00
23	610.04	TRAFFIC MARKINGS, SYMBOLS	120	SF	\$13.00	\$1,560.00
24	612.04	REGULATORY AND WARNING SIGNS	6	SF	\$65.00	\$390.00
25	651.04	RESET WATER VALVE BOX	3	UNIT	\$45.00	\$135.00
26	701.04	FOUNDATION, TYPE 1	5	UNIT	\$2,200.00	\$11,000.00
27	701.04	2" RIGID NONMETALLIC CONDUIT	350	LF	\$45.00	\$15,750.00

BID PRICE: \$ 229,535.00
(Includes all item listed above)

Total Bid Price in words: TWO HUNDRED TWENTY-NINE THOUSAND
(Includes all item listed above)

Signed: *Myra J. Harris*

FIVE HUNDRED THIRTY-FIVE DOLLARS

Title: MANAGING MEMBER

NOTICE OF AWARD

OWNER: City of Orange Township

WORK TITLE: NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project

DATE OF NOTICE OF AWARD:

TO:

1. Notification. You are hereby notified that your Bid has been accepted by OWNER and you are designated "Successful Bidder". Enclosed is a copy of OWNER's resolution regarding the award of a contract.

2. Agreement. Enclosed are four (4) copies of completed and unsigned Agreement that refers to the Schedule of Prices submitted with your Bid.

3. Successful Bidder's Obligations. You must comply with the requirements regarding Successful Bidder's Obligations as set forth in the Instruction to Bidders.

BY: _____
(Signature)

Via:

- Email, Return Receipt Requested
- Certified Mail, Return Receipt Requested
- Hand Deliver:

Date: _____

Received by: _____

AGREEMENT

In conjunction with the NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project, (hereinafter "Work Title")

THIS AGREEMENT by and between:

City of Orange Township, 29 North Day Street, Orange, NJ 07050-9998 (hereinafter "OWNER")

and _____ (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. Defined Terms. Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.
2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.
3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.
4. Contract Documents. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and do not include addenda.
5. Work. Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices as amended hereby to exclude all Alternate Pay Items.
6. Notice to Proceed. Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.
7. Commencement of Contract Time. Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.
8. Contract Times. Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:
 - (a) Substantial Completion. No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.
 - (b) Final Payment. The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions, with 90 calendar days of the notice to proceed.

9. Contract Price. Pursuant to paragraph 1.01.A.13 of the General Conditions, the Contract Price for the Work is

10. Retainage. Pursuant to paragraph 14.02.A.3 of the General Conditions, retainage hereby is established as follows: Two (2) Percent if the Contract Price Exceeds One Hundred Thousand Dollars (\$100,000); or Ten (10) percent if the Contract Price is One Hundred Thousand Dollars (\$100,000) or less.

11. Progress Payments. Pursuant to paragraph 14.02 of the General Conditions, progress payments will be made based on the Schedule of Prices less retainage and all other deductions applicable in accordance with the Contract Documents. Payments shall be made in accordance with Appendix A to this Agreement.

12. Damages. Pursuant to paragraph SC-12.04 of the Supplementary Conditions, damages are established at: the greater of Two Hundred Dollars (\$200) per day or one twentieth of one percent (0.0005) per day multiplied by the Contract Price.

13. Prevailing Wages. Pursuant to New Jersey statutory requirements (P.L. 1963, C. 150), a wage determination for the Work in effect on the date of the Notice of Award and made by the New Jersey Department of Labor is made a part of this Agreement by reference and shall apply as if set forth herein at length. ENGINEER shall request the aforementioned wage determination, maintain it on file during the Work, and provide a copy to the CONTRACTOR upon request.

14. Mandatory Affirmative Action Language. CONTRACTOR and all subcontractors shall comply with the provisions of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 and the regulations adopted thereunder, and specifically agree to comply with the terms and conditions of Exhibit B Mandatory Affirmative Action Language which is attached hereto and made a part of the Contract Documents.

15. Construction Contract Reports. Pursuant to Exhibit B Mandatory Affirmative Action Language, and rules and regulations related thereto, CONTRACTOR shall complete and submit monthly project manning reports as prescribed by the Division of Contract Compliance and Equal Employment Opportunity Office.

16. ENGINEER. Pursuant to paragraph 1.01.A.19 of the General Conditions, Engineer is as named as follows: Watermen, LLC

17. ENGINEER's Consultant. ENGINEER's Consultant is named as follows: None

18. Prohibition on Assignment. CONTRACTOR shall not assign or transfer any of its rights or interests in this Agreement without the written consent of the Owner.

19. Permits. Pursuant to paragraph 6.08 of the General Conditions, CONTRACTOR is responsible to obtain all permits required for the work except those secured by the OWNER. The CONTRACTOR shall comply with the conditions and requirements of said permits and approvals which relate to construction and performance of the work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

CONTRACTOR:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Signature Date: _____

OWNER:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Effective Date of the Agreement: _____

As to Form and Sufficiency

Gracia R. Montilus, City Attorney

Joyce L. Lanier, City Clerk

PERFORMANCE BOND

NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place
Improvement Project
City of Orange Township
Essex County, New Jersey

KNOW ALL MEN BY THESE PRESENTS: that _____

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto: **City of Orange Township**, hereinafter called OWNER, in the penal sum of _____ Dollars, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for **NJDOT Safe Streets to Transit Orange Transit Station Underpass and Railroad Place Improvement Project**.

NOW. THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal Secretary)

(SEAL)

(Principal)

By: _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

(Address)

By: _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

NOTE: There are to be executed an appropriate number of counterparts of this Maintenance Bond corresponding to the number of counterparts of the Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Jersey.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1322154

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Portofino Builders LLC
69 Irwin St Springfield, NJ 07081 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto City of Orange
29 North Day St Orange, NJ 07050 (hereinafter called the Obligee)
in the full and just sum of 10 % Percent of Total Bid Amount Not to Exceed \$ 20000 Dollars
(\$) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 10th day of October, 2024 A.D.


**THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for
NJDOT Safe Streets to Transit Orange-Transit Station Underpass and Railroad Place Improvement Project**

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


When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

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

Portofino Builders LLC

WITNESS:


(If individual or firm)

_____, PRINCIPAL
By:  (SEAL)
Managing member

ATTEST:

(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY
By: Charlotte Wendland
Charlotte Wendland ,Attorney-in-fact

BID FORM SUPPLEMENT B
CONSENT OF SURETY
(Pursuant to N.J.S.A. 40A: 11-22)

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

TO: City of Orange
(Owner)

RE: Portofino Builders, LLC
(Contractor)

NJDOT Safe Streets to Transit Orange
Transit Station Underpass and Railroad Place Improvement Project
(Project Description)

This is to certify that the Selective Insurance Company of America is licensed to
(Surety Company)

Conduct business in the state of New Jersey and will provide to Portofino Builders, LLC
(Contractor)

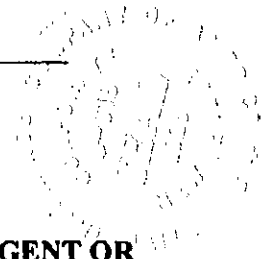
a performance bond in the full amount of awarded contract in the event that said contractor is

awarded a contract for the above project.

Selective Insurance Company of America

Charlotte Wendland

Authorized Agent of Surety Company
Charlotte Wendland, Attorney-in-fact



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

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Charlotte Wendland**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 10th day of October, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

STATE OF NEW JERSEY :

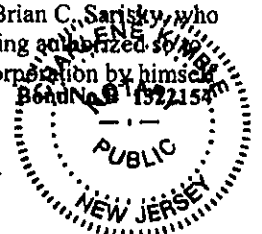
:ss. Branchville

COUNTY OF SUSSEX :

On this 10th day of October, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 10th day of October, 2024 .

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1318922

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: 10/10/2024
(month, day, year)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1322154

STATEMENT OF FINANCIAL CONDITION

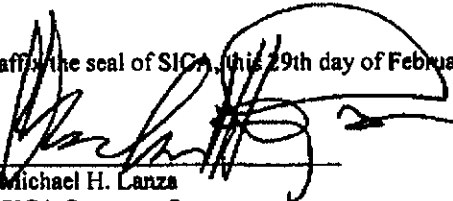
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.

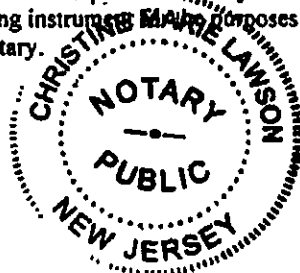

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 29 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument and the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 10th day of October 2024

Before me personally came Charlotte Wendland to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of

Selective Insurance Company of America the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 08/22/2029 Rebecca A. Cloutier

REBECCA A. CLOUTIER
Notary Public, State of New Jersey
Comm. # 50225027
My Commission Expires 08/22/2029



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New Jersey

County of Union

On this 10th day of October 2024

personally came before me, Miguel

Carreira of Portofino Builders, LLC to me known to be the person who executed the foregoing and acknowledged that they had the authority to execute same as the act of said limited liability company.

My commission expires 04/22/2029 Ariane Netto Guimaraes
Notary Public

ARIANE NETTO GUIMARAES
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 04/22/2029
COMMISSION: #50221207

Certificate Number
707633

Registration Date: 03/02/2024
Expiration Date: 03/01/2026



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):
Victor Silva, Member
James Mazzella, Member

Responsible Representative(s):
Ricardo Dasousa, Member
Miguel Carreira, Managing Member

Handwritten signature of Robert Asaro-Angelo in black ink.

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

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PORTOFINO BUILDERS, LLC

Trade Name:

Address: 69 IRWIN ST
SPRINGFIELD, NJ 07081

Certificate Number: 1982264

Effective Date: September 15, 2015

Date of Issuance: July 31, 2022

For Office Use Only:

20220731201438964



PORTBUI-01

VRIVERA

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Henry O. Baker Insurance Group 7 South Warren Street Dover, NJ 07801	CONTACT NAME: PHONE (A/C, No, Ext): (973) 366-0500 FAX (A/C, No): (973) 366-5116 E-MAIL ADDRESS: customerservice@henryobaker.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Selective Insurance Company of New England</td> <td>11867</td> </tr> <tr> <td>INSURER B: Selective Casualty Insurance Company</td> <td>14376</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance Company of New England	11867	INSURER B: Selective Casualty Insurance Company	14376	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Portofino Builders LLC 69 Irwin St Springfield, NJ 07081														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2532302	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2532302	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2532302	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9095656	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip.			S 2532302	3/1/2024	3/1/2025	Limit 150,000

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

CERTIFICATE HOLDER Proof of Coverage	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 

Portofino Builders LLC
Equipment List

Quantity	Item	Description	Condition	Year	Present Location
1	Komatsu PC88	Excavator	Good	2016	Parsippany
2	John Deere 310SL	Backhoe	New	2023	Parsippany
1	Chevrolet 3500	Pickup Truck	New	2022	Parsippany
2	Ford F350	Mason Dump Truck	Good	2015	Parsippany
3	Mack GU713	Dump Truck	Good	2017	Parsippany
1	International	Form Truck	Good	2011	Parsippany
2	Ingersoll Rand P185	Air Compressor	Good	2005	Parsippany
1	Caterpillar CB1.4	Roller	New	2022	Parsippany
1	Towmaster 20 Ton	Trailer	Good	2005	Parsippany
1	Isuzu NPR	Tool Truck	New	2017	Parsippany
3	Chevrolet 1500	Pickup Truck	New	2023	Parsippany

Certification 73174

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Mar-2024 to 15-Apr-2031



PORTOFINO BUILDERS, LLC

69 IRWIN ST

SPRINGFIELD

NJ 07081

Handwritten signature of Elizabeth Maher Muoio in cursive.

ELIZABETH MAHER MUOIO

State Treasurer

**PORTOFINO BUILDERS LLC
 COMPLETE PROJECT LIST**

PROJECT OWNER & CONTACT	DESCRIPTION OF WORK	CONTRACT AMOUNT	COMPLETION DATE
Township of Maplewood Engineer: Paul Kittner 201-452-9603	Lexington Ave Roadway Improvements	\$ 139,118.55	May-23
Millburn Township Engineer: Martha Callahan 973-564-7052	Myrtle Avenue Road Improvements	\$ 449,199.75	Dec-23
Township of Montclair Engineer: Norberto Hernandez 201-939-8805	2023 Sidewalk and Curb Improvements	\$ 2,296,902.00	Dec-23
Borough of New Providence Engineer: Marie Raffay 973-910-5959	FY2022 Roadway Improvements	\$ 519,540.00	Oct-23
City of Summit Engineer: Aaron Schrager 908-277-9440	Prospect St Improvements	\$ 330,552.00	Oct-23
City of Summit Engineer: Aaron Schrager 908-277-9440	Rowan Rd & Oak Ridge Improvements	\$ 373,026.10	Aug-23
Borough of Roselle Park Engineer: Tom Soifaro 732-428-4008	Central Business District Sidewalk Improvements	\$ 722,438.82	Sep-23
Borough of Florham Park Engineer: Mike Sgaramella 973-410-5473	FY2022 NJDOT Municipal Aid Road & Sidewalk Improvements	\$ 392,647.50	Oct-23
Township of Rockaway Engineer: Allison Ferrante 973-983-2810	Queens Rd Section 1 (Rockaway Township)	\$ 256,898.00	May-24
Township of Rockaway Engineer: Allison Ferrante 973-983-2810	Queens Rd Section 2 (Rockaway Township)	\$ 418,881.00	Apr-24
Township of Morris Engineer: Jim Slate 973-326-7440	Southgate Pkwy (Morris Township)	\$ 491,077.00	May-24
City of Clifton Engineer: Mike Lardner 973-470-5793	NJDOT Curb & Sidewalk (City of Clifton)	\$ 2,032,433.91	Jul-24
Morris County Engineering Engineer: Richard Johnson 973-285-6750	Troy Hills Rd/S Beverwyck Rd	\$ 98,048.00	Jul-24
Sandyston- Walpack Schools Contact: Janusz Berghoff	Sandyston-Walpack School Concrete Repairs	\$ 38,800.00	Aug-24

STATUS OF CONTRACTS ON HAND

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED & BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
Borough of Sussex	Center St	Proposed Center Street Drainage	\$ 53,929.00	\$ -	\$ -	\$ 53,929.00	Sep-24
Borough of North Haledon	Linda Vista Ave	Linda Vista Avenue Sidewalk Improv Phase 1	\$ 469,415.00	\$ 177,941.15	\$ -	\$ 291,473.85	Sep-24
Borough of Andover	Maple St	Proposed ADA Ramps for Maple St	\$ 11,426.00	\$ -	\$ -	\$ 11,426.00	Aug-24
Borough of New Providence	Maple St	NJDOT FY2023 - Maple St Improvements Project	\$ 567,907.00	\$ -	\$ -	\$ 567,907.00	Sep-24
Borough of Roselle Park	Grant Ave	Improvements to Grant Avenue - Year 50 CDBG	\$ 296,155.00	\$ -	\$ -	\$ 296,155.00	Oct-24
TOTALS			\$ 1,398,832.00	\$ 177,941.15	\$ -	\$ 1,220,890.85	

Certificate Number
608420

Registration Date: 08/03/2024
Expiration Date: 08/02/2026



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):
Kenneth Kida, President

Responsible Representative(s):
W. Robert Wilson, Vice-President

Statewide
2024
Bidding Corporation

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
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
STATEWIDE STRIPING CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-235-579/000

CONTRACTOR CERTIFICATION#
0103941

ADDRESS
499 POMEROY RD
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
12/12/78

FORM-BRC(08-01)

Patricia A. Charcolis
Director, Division of Revenue

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