



Township of Montclair • 205 Claremont Avenue Montclair, New Jersey 07042 • Telephone: 973-744-1400 • www.montclairnjusa.org

CONTRACT APPROVAL CHECKLIST

Date: May 20, 2022
 Requesting Department: Purchasing for DCS Requestor: Al Dineris
 Vendor: Picerno-Girodano Construction New Vendor: YES NO
 Project Description: Edgemont Park Playground Safety Surface Improvements
 Contract Amount: \$ 250,250.00 "Not to Exceed" Clause: YES NO

Local Public Contract Law Category	Attachment(s) Required
<input checked="" type="checkbox"/> Public Bid Date Bids Opened: <u>04/19/2022</u>	1. Bid Summary Sheet 2. Three originals of proposed contract signed by bidder
<input type="checkbox"/> Competitive Contracting Purpose: <u>N.J.S.A. 40A:11-4.1 ()</u> ← [insert letter] Resolution No. Authorizing Use of Competitive Contracting for this Purpose: R - _____ Date Proposals Opened: _____	1. Resolution Authorizing Use of Competitive Contracting 2. Approval from the Division of Local Government Services, if using <u>N.J.S.A. 40A:11-4.1(k)</u> <i>The operation, management or administration of other services</i> 3. Score Sheet 4. Three originals of proposed contract signed by other party
<input type="checkbox"/> Professional Services	1. Contracts over \$17,500 - Business Entity Disclosure Certification Political Contribution Disclosure Form (New Jersey "Pay-to-Play" Law) 2. Three originals of proposed contract signed by other party
<input type="checkbox"/> Extraordinary Unspecifiable Services	1. Contracts over bid threshold - Certification to Governing Body pursuant to <u>N.J.A.C. 5:34-2.3(b)</u> 2. Three originals of proposed contract signed by other party
<input type="checkbox"/> Other	1. Three originals of proposed contract signed by other party

Under Bid Threshold (\$44,000)? YES NO
 Over Quote Threshold (\$6,600)? YES NO
 If yes, number of quotes: _____
 Memo Prepared? YES NO
 Technology Involved? YES NO
 If yes, have Chief Information Officer sign and date here signifying approval: _____

Resolution Awarding Contract Required? YES NO
 Resolution Attached? YES NO
 Resolution No.: R- 22-04
 Resolution Date: 05/03/2022

	APPROVED	INITIAL	DATE	Comments
Department Head	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u>SW</u>	<u>5/23/22</u>	
Qualified Purchasing Agent	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u>PR</u>	<u>5/20/22</u>	
Chief Financial Officer	YES <input type="checkbox"/> NO <input type="checkbox"/>	<u>PR</u>	<u>5/23/22</u>	
Township Attorney	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u>PB</u>	<u>5/23/22</u>	
Township Manager	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u>[Signature]</u>	<u>5/23/22</u>	<u>N/A</u>

CONTRACT

THIS AGREEMENT is made the 19 day of May, 2023 by and between PICERNO-GIORDANO CONSTRUCTION, hereinafter referred as "the Contractor", and the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as "the Township."

WITNESSETH

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

- ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that he has the full knowledge of the manner of performance of the work to be done by him, of the labor required and of the materials to be furnished and delivered by him; that he fully satisfied himself of the requirements of the specifications and is thoroughly acquainted with the work required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and any drawings which he may submit which are approved by the Township Engineer, are made a part of this contract, the same as if wholly incorporated and set forth herein.
- ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and in strict conformity with the INSTRUCTIONS TO BIDDERS and with the SPECIFICATIONS attached hereto.
- ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums to be paid by the Township to the Contractor for the labor and materials to be furnished under this contract and the terms and conditions under which such sums are to be paid are the sums, terms, and conditions set forth in the Contractor's proposal duly executed by him and hereto attached.
- ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this Contract shall be conclusive evidence of the performance of the contract either wholly or in part, except the final payment, and that no payment by the Township shall be considered to be acceptance of any defective work or improper material.
- ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules, and regulations applicable and having the force of law.
- ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any part of such monies will be permitted unless and until the same shall have been approved by the Township.

ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):

Exhibit A- "Mandatory Equal Employment Opportunity Language – Goods Professional Service and General Services Contracts" – applicable to Contracts for Goods, Professional Services, and Services only."

Exhibit B- "Mandatory Equal Employment Opportunity Language – Construction Contracts" – applicable to Construction Contracts only."

ARTICLE IX. Additional Provisions.

- None
- Noted Below

The term of this contract shall be awarded for the period of thirty (30) calendar days after the issuance of Notice to Proceed. Liquidated damages may be assessed to the contractor or failure to complete the work in time. For each and every weekday beyond the length of contract stipulated above that the work is not substantially complete; the contractor may be assessed a penalty of up to one thousand (\$1,000.00) per day.

Contract is awarded based on pricing in the attached proposal. Edgemont Park Playground Safety Surface Improvements, for a total of \$250,250.00

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:

Angela Scors Matrangola

Ana Bermudez Nieves
Angeles Bermudez Nieves, Township Clerk
Angelese

CONTRACTOR
Tom Giordano Picerno
Name: Tom Giordano Picerno
Title: Managing Member

TOWNSHIP OF MONTCLAIR
By: Timothy F. Stafford
Timothy F. Stafford, Esq.
Township Manager 8/23/22

ACKNOWLEDGMENTS

Acknowledgement if Contractor is a Limited Liability Company

STATE OF New Jersey)
) ss:
COUNTY OF Union)

On this 19 day of May, 2022 before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

Nancy Matarangolo
NOTARY PUBLIC NANCY MATARANGOLO
A Notary Public of New Jersey
My Commission Expires 6/25/20 22

Toni Jenkins Rivers

Acknowledgement if Contractor is a Corporation.

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20__ before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____ (Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of _____ (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was so affixed thereto and the said agreement signed and delivered by _____ (President's Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.

Deponent (Secretary of Company)

Sworn and subscribed before me
on the day and year aforesaid

NOTARY PUBLIC (Other than Secretary of Company or President)

Acknowledgement if Contractor is an Individual.

STATE OF _____)

) ss:

COUNTY OF _____)

On this ____ day of _____, 20__ before me came to me known and known to me to be the person described in and who executed the foregoing contract and who acknowledged to me the execution thereof for the purposes therein mentioned.

NOTARY PUBLIC

EXHIBIT B

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)**.

Name of Company: Picerno Giordano Construction LLC

Signature: Toni Giordano Picerno

Print name: Toni Giordano Picerno

Date: May 19, 2022

Township of Montclair

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Township reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Township. In the event of a tie between two or more low responsible bidders, the Township reserves the right to make an award to any of the tie bidders.

**BID NUMBER:
BID PROPOSAL (SCHEDULE OF PRICES)**

EDGEMONT PARK PLAYGROUND SAFETY SURFACE IMPROVEMENTS

BASE BID:

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization / Demobilization <u>Three thousand</u> Dollars <u>zero</u> Cents	<u>\$3,000.00</u>	<u>\$3,000.00</u>
2.	1	LS	Site Clearing / Demolition <u>Thirty five thousand</u> Dollars <u>zero</u> Cents	<u>\$35,000.00</u>	<u>\$35,000.00</u>
3.	1,300	SY	Resurface Poured-In-Place Safety Surface System, Complete with Stone Base Refurbishing <u>One hundred fifty seven</u> Dollars <u>Fifty</u> Cents	<u>\$157.50</u>	<u>\$204,750.00</u>
4.	1	Allow	Contract Allowance for Unforeseen Conditions <u>Five Thousand</u> Dollars <u>Zero</u> Cents	<u>\$5,000.00</u>	<u>\$5,000.00</u>
5.	1	LS	Site Restoration <u>Two thousand five hundred</u> Dollars <u>zero</u> Cents	<u>\$2,500.00</u>	<u>\$2,500.00</u>

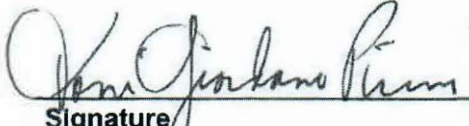
\$ 250,250.00

TOTAL AMOUNT BASE BID: ITEMS 1-5 (IN FIGURES)

Two hundred fifty thousand, two hundred
Fifty dollars and zero cents

TOTAL AMOUNT BASE BID: ITEMS 1-5 (IN WORDS)

SIGNATURE PAGE



Signature

Toni Giordano Picerno

4-12-2022

Date

Managing Member

Title/Position

Print Name

Picerno Giordano Construction, LLC

Bidder/Company

200 Market St., Kenilworth, NJ 07033

Company Address

908-241-4331

Telephone #

908-241-7854

Fax #

toni@picernogiordano.com

Email Address

toni@picernogiordano.com

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.