

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, CIFELLI & SON GENERAL CONTRACTING, INC.

of 81 Franklin Avenue, Nutley, NJ 07110,

as Principal, and NGM Insurance Company, 4601 Touchton Road East, Jacksonville, FL 32246

as Surety, is hereby held and firmly bound unto Borough Of Roselle Park  
of 110 East Westfield Avenue, Roselle Park, NJ 07204,

as Owner, in the penal sum of

Ten Percent (10%) of amount bid not to exceed \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed and sealed this **28th day of September, 2017**

The condition of the above obligation is such that whereas the Principal has submitted to **Borough Of Roselle Park** a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

**Roselle Park Library Accessible Entrance Ramp**

NOW, THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid

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

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

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

By: Liba Intornai  
Witness

By: Kristy Vrabel  
Kristy Vrabel, Witness

CIFELLI & SON GENERAL CONTRACTING, INC.  
Principal

By: Michael Cifelli - Pres.  
NGM Insurance Company

Surety  
By: Joanne Primavera  
Joanne Primavera, Attorney-in-fact

## CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

NGM Insurance Company

Organized and existing under the laws of the State of FL and licensed to do business in the State of New Jersey certifies and agrees, that if contract for

Roselle Park Library Accessible Entrance Ramp

for Borough Of Roselle Park

is awarded to CIFELLI & SON GENERAL CONTRACTING, INC.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this September 28, 2017

NGM Insurance Company

  
Jeanne Primavera, Attorney-in-fact

## Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, 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 this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2016 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Ernst & Young, LLP, 200 Clarendon Street, Boston, MA 02116-5072.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$1,034,157,063

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2017 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$100,400,000

- 4) The amount of the bond to which the statement and certification is attached is \$ Ten Percent (10%) of amount bid not to exceed \$20,000.00

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

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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And:

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### Certificate

I, Jeanne Primavera as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, 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 made by me are false, this bond is void.

  
(Signature of certifying agent/officer)

Jeanne Primavera, Attorney-in-Fact  
(Print name of certifying agent/officer)

Date: September 28, 2017

Attorney in Fact



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9, 2017, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL ..... CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER  
 EDWARD J. KUHL ..... EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER  
 JEFFREY B. KUSCH ..... EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS  
 BRUCE R FOX ..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
 MICHAEL D. LANCASHIRE ..... SENIOR VICE PRESIDENT, CLAIMS AND INTEGRATED CUSTOMER SOLUTIONS  
 THOMAS T. FRAZIER ..... SENIOR VICE PRESIDENT & CHIEF INVESTMENT OFFICER  
 AMY J. FREDERICK ..... VICE PRESIDENT & CHIEF INFORMATION OFFICER  
 DEAN P. DORMAN ..... VICE PRESIDENT & CHIEF ACTUARY  
 DANIEL J. GAYNOR, NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR.,  
 DEBORAH E. MURPHY, JANET M. ROOT, JOHN A. THOMPSON, JR. .... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2016.

#### ADMITTED ASSETS

Bonds at Amortized Values ..... \$1,486,908,524  
 Stocks at Market Value ..... 375,048,488  
 First Mortgage Loans ..... 15,012,569  
 Real Estate ..... 4,071,652  
 Cash in Office and Banks ..... (1,237,634)  
 Short Term Investments ..... 79,381,541  
 Agent's Balance (Less than 90 Days) ..... 233,570,037  
 Accrued Interest ..... 12,477,420  
 Other Assets ..... 262,790,563  
**TOTAL ADMITTED ASSETS** ..... **2,468,023,160**

#### LIABILITIES

Reserve for Losses ..... \$706,951,233  
 Reserve for Loss Adjustment Expenses ..... 127,000,840  
 Reserve for Unearned Premiums ..... 498,421,523  
 Reserve for Other Underwriting Expenses ..... 50,160,758  
 Reserve for Taxes, Licenses, and Fees ..... 2,751,523  
 Loss Drafts in Transit ..... 0  
 Other Liabilities ..... 43,330,220  
**Total Liabilities** ..... **1,428,616,097**  
 Policyholders' Surplus ..... 1,039,407,063  
**TOTAL** ..... **\$2,468,023,160**

Securities as deposited by law, included above = \$ 8,139,234

I further certify that the following is true and exact except from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them.

Subscribed and sworn to before me on  
 this 16th day of March, 2017

IN WITNESS THEREOF I hereunto subscribe  
 my name and affix the seal of said company  
 this 16th day of March, 2017

*[Signature]*

*[Signature]*  
 Bruce R. Fox  
 Vice President, General Counsel & Secretary



Tasha Ann Philpot  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# FF915117  
 Expires 10/3/2019



NGM INSURANCE COMPANY  
A member of The Main Street America Group

# POWER OF ATTORNEY

06-03019353

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Kenneth A Gelok, Scott R Kuzmic, Dawn M Jones, Jeanne Primavera** \_\_\_\_\_

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

*Bruce R Fox*

Bruce R Fox  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

*Tasha Ann Philpot*



Tasha Ann Philpot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF015117  
Expires 10/3/2018

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 28th day of September, 2017.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE

**CERTIFICATE OF AUTHORITY**

DATE: APRIL 19, 2017

NAIC COMPANY CODE: 14788

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2018, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE



RICHARD J. BADOLATO  
COMMISSIONER

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CIFELLI & SON GENERAL CONTRACTING INCORP

TRADE NAME:

ADDRESS:

81 FRANKLIN AVENUE  
NUTLEY NJ 07110

SEQUENCE NUMBER:

1500888

EFFECTIVE DATE:

09/05/10

ISSUANCE DATE:

09/07/10

*James J. Gassman*

Director  
New Jersey Division of Revenue

FORM 222

112-1181 11205828V

Certificate Number  
679533

Registration Date: 10/27/2016  
Expiration Date: 10/26/2018



# 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):  
Michael Cifelli, President

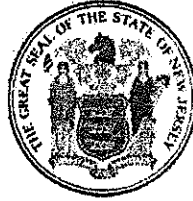
Cifelli & Sons  
**2016**  
General Contracting, Inc.

*Harold J. Wirths*  
Harold J. Wirths, 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

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

CHRIS CHRISTIE  
*Governor*

RICHARD T. HAMMER  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

September 25, 2017

Mr. Michael Cifelli  
D/ESBE Officer  
Cifelli & Son General Contracting, Inc.  
81 Franklin Ave.  
Nutley, NJ 07110

Dear Mr. Cifelli:

The annual EEO/Affirmative Action Program, EEO Policy Statement, Sexual Harassment Policy and the annual Disadvantaged (D/ESBE) Affirmative Action Plan (AAP) submitted by your firm have been reviewed and found acceptable to this office.

The approval of these plans will be in effect for a period of one-year beginning September 25, 2017 and will apply to all Department contracts for which your firm is either a prime or subcontractor. If any changes arise which affect your plan, please notify us promptly in writing.

Thank you for your cooperation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffrey R. Overton".

Jeffrey R. Overton, Manager  
Contract Compliance Unit  
Division of Civil Rights and Affirmative Action

JRO/smm  
CC: File

**BOROUGH OF ROSELLE PARK**  
**BID NOTICE**

Notice is hereby given that sealed bids will be received by the Borough Clerk for the Mayor and Council of the Borough of Roselle Park, Union County, New Jersey, for **Roselle Park Library Accessible Entrance Ramp** at Roselle Park Borough Hall, 110 East Westfield Avenue, Roselle Park, New Jersey, on **Thursday, September 28, 2017 at 11:00 AM**, Local Prevailing Time.

Drawings, specifications and forms of bids, contract and bond for proposed work, prepared by Michael J. Neglia, will be on file at the office of said Engineer, 1119 Raritan Road, Clark, N. J. 07066, on **Tuesday, September 19, 2017** and may be examined at no expense by prospective bidders during business hours. Bidders, upon request, will be furnished with a copy of the specifications and blueprints by the Engineer upon proper notice and a non-refundable payment cost of **\$100.00** to cover the cost of reproduction. (Checks made payable to: **Neglia Engineering Associates.**) Bids must be made on Standard Proposal Forms in the manner designated herein and required by the Specifications, must be enclosed in sealed envelopes, bearing the name and address of bidder and name of project on the outside addressed to **Mayor and Council, Borough of Roselle Park, Union County, New Jersey, Borough Clerk's Office, 110 East Westfield Avenue, Roselle Park, New Jersey 07204** and must be accompanied by a non-collusion affidavit and a certified check or bid bond for not less than ten (10%) percent of the amount bid, provided said check need not be more than \$ 20,000.00, nor shall not be less than \$500.00, and a consent of surety from a surety company authorized to transact business in the State of New Jersey in a sum equal to one hundred (100%) percent of the amount bid, and be delivered at the place on or before the hour named above.

Signatures shall be in ink and in longhand. Bids should be either mailed directly to OR hand delivered directly to Andrew Casais, Borough Clerk, 110 East Westfield Avenue, Roselle Park, New Jersey, 07204.

The Standard Proposal Form and the non-collusion affidavit are attached to the specifications, copies of which will be furnished on application to the Engineer.

In accordance with NJSA 40A:11-23.2, all contracts entered into with the BOROUGH OF ROSELLE PARK on or after September 1, 2004, the contractor must be registered with the New Jersey Department of the Treasury, Division of Revenue and provide a business certificate with the bid. The contractor shall provide written notice to its subcontractors and supplier of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business

registration extends down through all levels (tiers) of the project. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

The contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to NJSA 10:5-31 et. seq. and NJAC 17:27 and with all provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq. and all rules and regulations promulgated there under, the provisions of which are incorporated herein by reference.

All bids shall be irrevocable, not subject to withdrawal and shall stand available for a period of sixty (60) days. The Borough of Roselle Park reserves the right to reject any or all bids, or to waive any informalities in the bidding.

"By order of the Mayor and Council, Borough of Roselle Park, Union County, New Jersey."

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Andrew Casais.  
Borough Clerk  
Borough of Roselle Park

**II. BID DOCUMENT SUBMISSION CHECKLIST**

Borough of Roselle Park  
(Name of Local Contracting Unit)

ROSELLE PARK LIBRARY ACCESSIBLE ENTRANCE RAMP  
(Name of Construction/Public Works Project)

RSPKMUN17.017  
(Project or Bid Number)

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

Required with  
Submission of Bid  
(Owner's checkmarks)

Initial Each Item  
Submitted with Bid  
(Bidder's Initials)

X	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	M.C.
X	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	M.C.
X	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	M.C.
X	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	N/A
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid documents(s)	N/A
X	New Jersey Business Registration Certificate	M.C.
X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment.	M.C.
X	Submission of a Non-Collusion Affidavit (this form must be Notarized)	M.C.
X	Bid Proposal Form	M.C.
X	Disbarred, Suspended and Disqualified Bidders Affidavit	M.C.
X	Bidder Record of Contract Awards	M.C.
X	Iran Certification Form	M.C.

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

Name of Bidder: Cifelli & Son, Inc.

By Authorized Representative: [Signature]

Signature: [Signature]

Print Name and Title: Michael Cifelli - President

Date: September 28, 2017

**BID GUARANTY**

**BID BOND**

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

\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_, as obligee in the penal sum of  
\$ \_\_\_\_\_, for the payment of which, well and truly to be made, we hereby  
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns,  
signed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain bid. Attached hereto and hereby made a part  
hereof to enter into a contract in writing, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE,

- (a) If said bill shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

\_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Surety

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

SEAL

**CONSENT OF SURETY**  
**AGREEMENT OF SURETY**  
**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises and the sum of ONE DOLLAR, lawful money of the United States of America, paid the undersigned corporation, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, we the \_\_\_\_\_, a corporation organized and existing under the laws of the State of New Jersey and duly authorized by law to act as Surety in the State of New Jersey, with its principal office at \_\_\_\_\_, hereinafter called the SURETY, do hereby consent and agree to and with \_\_\_\_\_, hereinafter called the OBLIGEE, that the accompanying proposal of \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the BIDDER, dated \_\_\_\_\_, for \_\_\_\_\_, be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby or as to the award of such contract, become SURETY and execute the bond (or Bonds) in the form set forth in the specifications, in an amount equal to 100 percent of the average annual contract price for the full and faithful performance of said contract.

**PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT:**

That any suits brought, or to be brought, against the SURETY to recover any claim hereunder, must be instituted within ninety (90) days after the OBLIGEE shall have executed such contract with another bidder.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporate seal to be affixed hereunto this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST

\_\_\_\_\_  
 (Impress corporate seal)

\_\_\_\_\_  
 (Surety)  
 \_\_\_\_\_

\_\_\_\_\_  
 (Business Address)  
 \_\_\_\_\_

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

Countersigned in the State  
 of New Jersey:

\_\_\_\_\_  
 Resident Agent at

\_\_\_\_\_, New Jersey

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,  
 \_\_\_\_\_, as principal and  
 \_\_\_\_\_, as surety, are held and firmly bound unto  
 the **BOROUGH OF ROSELLE PARK** in the State of New Jersey, as obligee, in the sum of  
 \$ \_\_\_\_\_ for the payment of which sum well and truly be made, we hereby bind  
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that whereas, the principal did on the \_\_\_\_\_ day  
 of \_\_\_\_\_, 20 \_\_\_\_\_ enter into a contract with the owner for

\_\_\_\_\_ which said contract is made a part of this bond as fully as though the same were set forth herein  
 at length.

NOW, THEREFORE, if the principal shall well and faithfully do and perform all the  
 undertakings, covenants, terms, conditions and things agreed by it to be done and performed  
 according to the terms of the said contract, including fulfilling all of the guarantee obligations of the  
 said contract which pertain to the principal, during the term stipulated, and shall pay all lawful claims  
 of subcontractors, materialmen, laborers, persons, firms or corporation for labor performed or  
 materials, provisions, or machinery furnished, used or consumed in the carrying forward, performing  
 or completing of said contract, we agreeing that this undertaking, as well as being for the benefit of  
 the obligee, **BOROUGH OF ROSELLE PARK**, shall also be for the benefit of any subcontractor,  
 materialman, laborer, person, firm or corporation having a just claim against the principal, and if the  
 principal shall satisfy all claims and demands incurred under the aforesaid contract, including the  
 said guarantees, and shall fully indemnify and save harmless the owner from all costs and damages  
 which it may suffer by reason of the principal's failure to do so, and shall reimburse and repay the  
 owner all outlay and expenses which the owner may incur in making good any default by the  
 principal, then this obligation shall be void; otherwise this obligation shall remain in full force and  
 effect, it being expressly understood and agreed that the liability of the surety for any and all claims  
 hereunder shall in no event exceed the amount of this obligation as herein stated.

PROVIDED, that the surety hereby stipulates and agrees that no modification, change,  
 omission, extension of time, alteration or addition to the terms of the contract, or to the work to be  
 performed there under, or of the specifications or guarantees forming part of the contract, shall in  
 any way affect the obligation of the surety on this bond, and the surety does hereby waive notice of  
 any modification, change, omission, extension of time, alteration or addition.

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



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Attest (seal) By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Witness as to Surety  
(seal)

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

Borough of Roselle Park  
(Name of Local Contracting Unit)

ROSELLE PARK LIBRARY ACCESSIBLE ENTRANCE RAMP  
(Name of Construction/Public Works Project)

RSPKMUN17.017  
(Project or Bid Number)

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

"NONE"

Local Unit Reference Number/ or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

**Acknowledgment by bidder:**

Name of Bidder: Cifelli & Son General Contr., Inc.

By Authorized Representative:

Signature: [Signature]

Printed Name and Title: Michael Cifelli - President

Date: 9/28/17

**IV. NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

**SS: ROSELLE PARK LIBRARY ACCESSIBLE ENTRANCE RAMP**

**BOROUGH OF ROSELLE PARK, COUNTY OF UNION**

I, Michael Cifelli of the Municipality of Nutley in the County of Essex and the State of New Jersey of full age, being duly sworn according to law or my oath depose and say that: I am President, of the firm of Cifelli & Son, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Municipality relies upon the 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 employees or bona fide established commercial or selling agencies maintained by:

Cifelli & Son General Contr, Inc. (N.S.A. 52:34-15)  
(Name of Contractor)

Subscribed and  
and Sworn To:

(Type or Print Name of Affiant Under Signature) Michael Cifelli

before me this 28<sup>th</sup> day  
of September 20 17.

Miguel Carreira  
Notary Public of

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

MIGUEL CARREIRA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES SEPTEMBER 29, 2019



**V. DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS AFFIDAVIT**

STATE OF NEW JERSEY

**SS: ROSELLE PARK LIBRARY ACCESSIBLE ENTRANCE RAMP**

**BOROUGH OF ROSELLE PARK, COUNTY OF UNION**

I, Michael Cifelli of the Municipality of Trutley in the County of Essex and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Cifelli & Son Contr. Inc. the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid, not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Municipality relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including the Guarantee Period, that the Municipality shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:5-1.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Cifelli & Son Contr. Inc.  
(Name of Contractor)

Michael Cifelli  
(Type or Print) Name & Title of  
Affiant Under Signature

Michael Cifelli - President

Subscribed and sworn  
before me this 28th day  
of Sept. 2017

Notary Public of Michael Carreira  
My Commission expires \_\_\_\_\_, 20

MIGUEL CARREIRA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES SEPTEMBER 29, 2019

**VI. STATEMENT OF OWNERSHIP OF  
CORPORATION OR PARTNERSHIP**

**NOTE:**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipality, or School District Contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a Statement. The Statement shall set forth the names and addresses of all Stockholders in the Corporation or Partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the Partnership who own a ten percent or greater interest therein.

Accordingly, this Statement must be completed and submitted to the Municipal Clerk prior to the receipt of the bid, or accompanying the bid.

(1) Names and Addresses of all Stockholders in Cyelli's  
San General Contr, Inc., a Corporation, who own 10% or more of its stock  
 of any class are:

<u>Michael Cyelli</u>	<u>55 Hillside Avenue</u>
<u></u>	<u>Nutley, NJ 07110</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

- (2) Names and Addresses of all Partners of a Partnership, owning and interest therein of 10% or greater, are:


Date: September 28, 2017 Signed: Michael Cisin  
(Proposed Bidder)





**VIII. CONSTRUCTION SCHEDULE**

The Contractor is required to fill out the following construction schedule. A failure to complete this schedule will result in an incomplete bid and be cause for rejection of the bid.

The construction sequence must be adhered to in the order which appears below, unless the Contractor obtains written permission from the Engineer -prior to commencement of work.

CONSTRUCTION SEQUENCE	STARTING DATE	ENDING DATE
<u>mobilize &amp; Set up</u>	<u>11/13/17</u>	<u>11/14/17</u>
<u>Clearing site</u>	<u>11/15/17</u>	<u>11/17/17</u>
<u>Concrete work</u>	<u>11/20/17</u>	<u>12/8/17</u>
<u>Painting</u>	<u>12/11/17</u>	<u>12/12/17</u>
<u>Clean - up</u>	<u>12/13/17</u>	<u>12/15/17</u>
_____	_____	_____
_____	_____	_____

**IT IS ANTICIPATED THAT THE PROJECT WILL BE AWARDED AT THE OCTOBER 5, 2017 MAYOR AND COUNCIL MEETING. WORK ON THE PROJECT SHALL NOT BEGIN PRIOR TO NOVEMBER 8, 2017 AS THE SITE IS AN ELECTION POLLING FACILITY. HOWEVER ALL WORK SHALL BE COMPLETED BY DECEMBER 15, 2017.**

\* all dates are approximate and weather permitting.



## **IX. LIST OF PRINCIPAL SUBCONTRACTORS**

Pursuant to N.J.A.C. 7:1A-2.17a (8), the Contractor shall list below all those subcontractors whose contracted work shall be for a dollar amount equal to or in excess of three (3%) percent of the total amount bid.

The Contractor shall be held to the standards and limits found within ‘Section 108.01 – Subcontracting’ of the State Standard Specifications. Specifically, the total value of the work subcontracted shall not exceed fifty (50) percent of the Total Contract Price less specialty items or DBE/ESBE/SBE firms as defined in the aforementioned section.

[illegible]

**X. ACKNOWLEDGEMENT OF WAIVER**

Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and the respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

  
(Signature of Contractor)

Michael Cifelli - President  
(Type or Print Name and Title of Affiant  
Under Signature)

**XI. Iran Certification Form****DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OPS Number: \_\_\_\_\_

Proposer: Cifelli & Son, Inc. Contr, Inc.

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:



is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND



is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

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

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

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

Full Name (Print): Michael Cifelli Signature: Michael Cifelli

Title: President Date: Sept. 28, 2017



**XII. PROPOSAL FORM (1)**

Date: Sept. 28, 20 17

TO: Mayor and Council  
Borough of Roselle Park  
Union County, New Jersey

The undersigned hereby declares that Cifelli & Son Contr. Inc. carefully examined the Plans and Specifications for the **ROSELLE PARK LIBRARY ACCESSIBLE ENTRANCE RAMP**, in the **BOROUGH OF ROSELLE PARK**, for which bids were advertised to be received on 9/28/17 and further declares that Cifelli & Son Contr. Inc. carefully examined the site of the proposed work and that Cifelli & Son Contr. Inc. will provide all necessary machinery, tools, plants, material, labor, and other means of construction and do all the work called for by said Specifications and shown on said Plans, in full compliance with, and in the manner prescribed therein and thereon, and in full accordance with the decisions and requirements of the Engineer.

Accompanying this Proposal is a Consent of Surety in a sum equal to one hundred (100%) percent of the amount bid and a certified check or bid bond in the sum of 10% of bid, payable to the **BOROUGH OF ROSELLE PARK** which it is hereby agreed shall be forfeited as liquidated damages and not as a penalty, if, in case this Proposal is found to be the lowest the undersigned shall fail to execute a Contract with the said Municipality under the conditions of this Proposal within the time stipulated in the Specifications, or to furnish satisfactory evidence as to his ability to perform the work contemplated; otherwise, said check or bond is to be returned to the undersigned.

Signed:

Michael Cifelli  
President

Address:

81 Franklin Avenue  
Nutley, NJ 07110

**XII. PROPOSAL FORM (2)**

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 Municipality 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 Municipality. In the event of a tie between two or more low responsible bidders, the Municipality reserves the right to make an award to any of the tie bidders.

**SCHEDULE OF PRICES**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	L.S.	Mobilization/Demobilization <u>Five thousand</u> Dollars <u>zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
2.	1	L.S.	Clearing Site <u>Ten thousand</u> Dollars <u>zero</u> Cents	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
3.	1	L.S.	Maintenance and Protection of Traffic <u>Two thousand</u> Dollars <u>zero</u> Cents	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
4.	85	S.Y.	Concrete Sidewalk, 4" Thick <u>Two hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>250.00</u>	\$ <u>21,250.00</u>
5.	70	L.F.	Decorative Aluminum Hand Rail <u>One hundred twenty-five</u> Dollars <u>zero</u> Cents	\$ <u>125.00</u>	\$ <u>8,750.00</u>
6.	1	Allow.	Temporary Access Ramp** <u>Five Thousand</u> Dollars <u>Zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
7.	1	L.S.	Site Restoration <u>Five thousand</u> Dollars <u>zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

## XII. PROPOSAL FORM (3)

8.	4	S.Y.	Detectable Warning Surface			
			<u>Five hundred</u>	Dollars		
			<u>zero</u>	Cents	\$ <u>500.00</u>	\$ <u>2,000.00</u>
9.	1	L.S.	Contract Allowance*			
			<u>Two Thousand Five Hundred</u>	Dollars		
			<u>Zero</u>	Cents	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>

\* The contractor shall make an allowance in his bid for any modifications associated with this project including any materials, services or appurtenances not specifically described in the specifications but as required for completion of the project. All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for the unknown areas of the work or other facilities not specified, but necessary to complete the work not called for or shown on the plans.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing modifications for those items as ordered by the Engineer in writing.

The contractor shall allow \$2,500 to cover this work. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. If no work is done under this item, the full amount of \$2,500 shall not be paid by the owner to the Contractor. To qualify for payment, work must be ordered by the Engineer in writing.

\*\* The contractor shall make an allowance in his bid for a temporary access ramp to be constructed for the duration of the project and will remain installed until project completion. Upon completion of concrete access ramp, contractor is responsible for removal and disposal of temporary access ramp and all associated materials. The allowance for the temporary access ramp shall be \$5,000. Contractor shall coordinate with Engineer and/or Owner to construct the temporary ramp. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. Contractor shall submit a cost proposal to furnish, install and remove temporary access ramp.

\$ 61,500.00

TOTAL AMOUNT BASE BID ITEMS 1-9 (IN FIGURES)

Sixty-one thousand five hundred dollars

TOTAL AMOUNT BASE BID ITEMS 1-9 (IN WORDS)



### **XIII. DEFINITION OF TERMS**

Whenever in these Specifications, Contract and Bond, the following terms or pronouns in place of them are used, the intent and meaning shall be as follows:

MUNICIPALITY:	<u>Borough of Roselle Park</u>
GOVERNING BODY:	<u>Mayor and Council</u>
ENGINEER:	<u>Neglia Engineering Associates</u>

acting directly or through an assistant or other representative duly authorized by the above Engineer.

**INSPECTOR:** An authorized representative of the Engineer working under his direction, assigned to make any or all necessary inspections of the work being performed and materials furnished by the Contractor.

**BIDDER:** Any individual, firm or corporation submitting a Proposal for the work as advertised.

**ADVERTISEMENT:** The notice to bidders printed in the official newspaper setting the date for receiving bids.

**CONTRACTOR:** The party to whom the Contract is awarded, acting directly or through authorized representatives or employees.

**PLANS:** All drawings, tracings or blue prints pertaining or relating to the construction of the work as specified herein.

**SPECIFICATIONS:** All provisions, requirements, and directions contained herein, together with all written agreements, orders for additional and extra work, made or to be made, pertaining or relating to the method and manner of performing the work, or the quantity and quality of materials to be furnished under the Contract.

**CONTRACT:** The agreement covering the performance of the work and the furnishing of all materials required for the construction. The Contract includes the Advertisement, Proposal, Plans, Specifications, Bond and other agreements or orders which may be required to complete to work of construction in a substantial and workmanlike manner.

**BOND:** The approved form of security furnished by the Contractor and his surety, as a guarantee of good faith on the part of the Contractor to execute and perform the work in accordance with the terms of the Plans, Specifications and Contract.

**PROPOSAL:** The prepared form on which the Bidder shall submit the bid or Proposal for the work advertised.

**CERTIFICATE:** The written statement of the Engineer, pertaining or relating to the progress of the work, estimates, payments, including payments for additional and extra work orders and final statement of all work constructed under the terms of the Plans, Specifications and General Provisions.

**USEPA:** The United States Environmental Protection Agency

**NJDEP:** The New Jersey Department of Environmental Protection

**NJDOT:** The New Jersey Department of Transportation