

**REQUEST FOR BIDS**  
**TREE PRUNING SERVICES**  
**SPECIFICATIONS AND BIDDING CONTRACT**

**The Township of Nutley  
Harry Kirk, Supervisor of Grounds  
Department of Parks and Public Property  
44 Park Avenue  
Nutley, New Jersey 07110  
(973) 284-4900 X-2530**

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BID NOTICE

TOWNSHIP OF NUTLEY

PROJECT: TREE MAINTENANCE SERVICES

DEPARTMENT: Parks and Public Properties

Sealed bids will be received by the Township of Nutley, Town Clerk, 1 Kennedy Drive, Nutley, NJ, Essex County, New Jersey on or before 3pm, prevailing time, Thursday, January 7, 2016, in the Commission Chambers, Third Floor, Town Hall, 1 Kennedy Drive, Nutley, New Jersey for:

TREE MAINTENANCE SERVICES  
(Pruning of Trees from Various locations)

in accordance with the specifications and proposal forms for same which may be obtained at the Purchasing Department of the Township of Nutley, 1 Kennedy Drive, Nutley, N.J. during regular business hours, 8:30 am — 4:00 pm, Monday — Friday.

All bids shall be addressed to **Town Clerk, Township of Nutley, 1 Kennedy Drive, Nutley, N.J. 07110.** Bids, along with bid securities, must be enclosed in a properly SEALED envelope bearing on the outside the name of the bidder and the NATURE OF THE BID CONTAINED THEREIN.

A Bid Security is required in the amount of ten percent (10%) of the total bid, but not more than \$20,000, in the form of a bid bond, certified check or cashier's check, made payable to the Township of Nutley.

Bidders, when appropriate, shall comply with the provisions of the following laws of New Jersey: N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage Act); N.J.S.A. 52:25-24.2 (Corporation and/or Partnership Owner Information); and any subsequent amendments thereto. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action) and N.J.S.A. 52:32-44 (Business Registration).

The Board of Commissioners maintains the right to reject all bids or proposals, waive any minor defects, and in the case of a tie, award on the basis of reasonable grounds, or accept the bid that in its judgment will be for the best interests of the Township, and consider bids for sixty (60) days after their receipt.

No charge shall be made or recovery made for publishing any official advertising unaccompanied by such statement of price.

Dated:  
S.O.:

TOWNSHIP OF NUTLEY  
 Bid Documents - Bidder's Checklist  
 (N.J.S.A. 40:11-23.1.b, NJSA 40A:1 I -23.2.e)

Required by Owner	Read, Signed and Submitted or Initial acknowledge compliance
<input type="checkbox"/> Bid Proposal Form	<input type="checkbox"/>
<input type="checkbox"/> Contractors Registration Certificate	<input type="checkbox"/>
<input type="checkbox"/> Business Registration Certificate	<input type="checkbox"/>
<input type="checkbox"/> Corporation/Partnership Owner Information	<input type="checkbox"/>
<input type="checkbox"/> Stockholder Disclosure Certification	<input type="checkbox"/>
<input type="checkbox"/> Bidders Questionnaire	<input type="checkbox"/>
<input type="checkbox"/> Equipment Questionnaire (for Construction Projects)	<input type="checkbox"/>
<input type="checkbox"/> Bidder's Affidavit	<input type="checkbox"/>
<input type="checkbox"/> Bid Guarantee (Form of Bid Bond) (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>
<input type="checkbox"/> Consent of Surety (with Power of Attorney for full amount of Bid Price)	<input type="checkbox"/>
<input type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/>
<input type="checkbox"/> Affirmative Action Regulations Certification	<input type="checkbox"/>
<input type="checkbox"/> Bidders Safety Acknowledgement	<input type="checkbox"/>
<input type="checkbox"/> Bidder's Checklist	<input type="checkbox"/>

Provided by Owner	Reviewed	Initial
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- |   |                          |
|---|--------------------------|
| <input type="checkbox"/> Insurance Requirements and Hold Harmless Language (pp. 16)   | <input type="checkbox"/> |
| <input type="checkbox"/> Mandatory Affirmative Action Language (Exhibits A/ B)        | <input type="checkbox"/> |
| <input type="checkbox"/> Americans with Disabilities Act of 1990 Language (Exhibit C) | <input type="checkbox"/> |
| <input type="checkbox"/> Prevailing Wage Form (Exhibit D)                             | <input type="checkbox"/> |

**STOCKHOLDER DISCLOSURE CERTIFICATION  
(N.J.S.A. 52:25-24,2)**

**This Statement Shall Be Included with Bid Submission**

This information must be provided on this page or attached to this page, or a certification must be submitted that such disclosure does not apply to this bidder.

Name of Business: \_\_\_\_\_

**CHECK ONE:**

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

OR

- I certify that no one stockholder, shareholder or member of partnership owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders/Shareholders/Members of Partnerships:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

(Notary Public)  
\_\_\_\_\_

\_\_\_\_\_  
(Affiant)

(Print name & title of affiant)

My Commission expires:

**BIDDER QUESTIONNAIRE**

The signatory of this PROPOSAL guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1 - How many years have you been in business under your present business name?

\_\_\_\_\_

2. List any other contracts of a similar nature that your organization has completed within the past three years. Include the following information at minimum for each contract: Name and address of owner; contact person; type of contract; contract price and duration.

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

3. Have you, your company, or any organization of which you have been a responsible officer or agent ever failed to complete any work or project contract awarded to you? If so, where, when and why?

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

4. Have you, your company, or any organization of which you have been a responsible officer or agent ever defaulted on a contract? If so, when, where and why?

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

5. Has your company ever been adjudged bankrupt, or been subject to a receivership or an order of reorganization? If so, when, where and why?

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

6. List professional/NJ State issued license/certification number, type (electrical, plumbing, etc.) and the issuing organization or State agency:

No. \_\_\_\_\_ Type: \_\_\_\_\_ Issued by: \_\_\_\_\_

No. \_\_\_\_\_ Type: \_\_\_\_\_ Issued by: \_\_\_\_\_

No. \_\_\_\_\_ Type: \_\_\_\_\_ Issued by: \_\_\_\_\_

7. EQUIPMENT CERTIFICATION (N.J.S.A. 40A:11-20)

What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

Quantity	Item	Description, size Capacity, Etc.	Condition	Years of Service	Present Location

What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

TABLE 2

Quantity	Item	Description, Size Capacity, Etc.	Approximate Purchase	Cost Lease

BIDDER'S AFFIDAVIT

STATE OF \_\_\_\_\_ }

SS:

COUNTY OF \_\_\_\_\_ }

I \_\_\_\_\_ being duly sworn, depose and say that I reside at \_\_\_\_\_, that I am the (title) \_\_\_\_\_ who signed the above Proposal, that I was duly authorized to sign the Proposal, that the Bid is a true offer of the Bidder, that the seal attached is the seal of the Bidder, and that all declarations and statements contained in the Bid are true to the best of my knowledge and belief.

BIDDER COMPANY NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires  
\_\_\_\_\_

SUBMIT ONLY IF CHECKED

FORM OF BID BOND  
NJS 40A:11-21

Know now by these PRESENTS, that we, the undersigned:

\_\_\_\_\_ (NAME OF PRINCIPAL) as Principal,

AND \_\_\_\_\_ (NAME OF SURETY) as Surety, are held and firmly bound unto the BOARD OF COMMISSIONERS of the TOWNSHIP OF NUTLEY, in ESSEX COUNTY, in the penal sum of

\$ \_\_\_\_\_ dollars (the penal sum shall be equal to 10% of the Base Bid), lawful money of the UNITED STATES, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these PRESENTS.

The condition of the obligation is such that, whereas the PRINCIPAL has submitted the accompanying BID dated \_\_\_\_\_ for the following project or purchase:

\_\_\_\_\_.

now, therefore, the principal shall not withdraw said BID within the period specified therein, to wit: 60 DAYS after the opening of the same, and shall within ten (10) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the BOARD OF COMMISSIONERS of the TOWNSHIP OF NUTLEY, in accordance with the BID as accepted, and good and sufficient SURETY or SURETIES, as may be required, for the faithful performance and proper fulfillment of such contract. In the event of the withdrawal of said BID, within the period specified, of the failure to enter into such contract within the time specified, the PRINCIPAL shall pay the BOARD OF COMMISSIONERS of the TOWNSHIP OF NUTLEY, the difference between the amount specified in said BID and the amount for which the BOARD OF COMMISSIONERS of the TOWNSHIP OF NUTLEY may procure the required equipment, goods or services. If the former amount be in excess of the latter, then the above obligation to be void and of no effect, otherwise it is to remain in full force and virtue.

In witness whereof the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In presence of:  
\_\_\_\_\_  
Principal)

By: \_\_\_\_\_ (SEAL)  
(Individual

\_\_\_\_\_

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

Countersigned by: \_\_\_\_\_  
(Attorney in Fact)

SUBMIT ONLY IF CHECKED

CONSENT OF SURETY  
(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: TOWNSHIP OF NUTLEY (Owner)

RE: \_\_\_\_\_  
(Bidder)

PROJECT: \_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_ (name of Surety Company)

will provide to \_\_\_\_\_ (name of Bidder) a

Performance Bond in the full amount of the awarded contract in the event that said Bidder is awarded a contract for the above Project.

IN WITNESS WHEREOF, the undersigned corporation, a surety licensed to do business in the State of New Jersey has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Authorized Agent of Surety Company)

\_\_\_\_\_  
(Attorney in Fact)

Date: \_\_\_\_\_

Seal:

Consent of Surety must be signed by authorized agent/representative and Attorney in Fact for Surety Company, not by individual or company submitting bid.

NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)

STATE OF NEW JERSEY

SS:

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, residing in \_\_\_\_\_

County of \_\_\_\_\_ State of \_\_\_\_\_, of full age,

being first duly sworn according to law, on my oath depose and say that:

I am the \_\_\_\_\_ (title or position) of

\_\_\_\_\_ (name of firm), the bidder making this

proposal for the Bid entitled \_\_\_\_\_, and that I executed the proposal with full authority to do 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-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 TOWNSHIP OF NUTLEY 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 \_\_\_\_\_

SIGNED:

PRINT NAME:

DATE:

Sworn to and subscribed

before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

AFFIRMATIVE ACTION REGULATIONS  
NJSA 10:5-31 and NJAC 17:27

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□ **A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS** - The successful bidder shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (*good for one year from date of letter*); OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:24-4; OR
3. An Employee Information Report (*Form AA302*) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with NJAC 17:27-4. The successful bidder must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts. The Public Agency copy is submitted to the public agency, the vendor copy is retained by the vendor.

□ **B. CONSTRUCTION CONTRACTS** — 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 AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

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The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:541 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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Company Name

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Signature

---

Print Name

Sworn to and subscribed  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

---

Title

---

Notary Public

---

Date

My commission expires

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SUBMIT ONLY IF CHECKED

**BIDDERS SAFETY ACKNOWLEDGEMENT**

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry and Manual On Uniform Traffic Control Devices (MUTED) shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Traffic Control, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the Town that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this Town representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

\_\_\_\_\_  
Witness or Attested By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

Print Name and Title of Person Signing

## INFORMATION FOR BIDDERS

No bid will be allowed to be withdrawn without the consent of the Board of Commissioners. Bids containing ensures, alterations, omissions or items not called for may be rejected as informal at the opinion of the Board of Commissioners. All erasures, interpolations or other physical changes on the bid form shall be signed or initialed by the bidder.

All bids must be signed by the person or persons authorized to & so and shall give the addresses of those so signing. If submitted by a firm the *name* and address of each member will be required and if submitted by the corporation it must be executed by the President and Secretary and the address of the corporation given.

Bidders are cautioned not to bid on alternate methods of pruning or an alternate materials other than those specified, nor to attach any condition, limitations or provisions to their proposals as such may render their bid informal and cause its rejection. No contract will be awarded where competition has obviously been suppressed or where there is any evidence or indication of collusion or fraud.

Proposals omitting bids for any items set forth in the Form of Proposal or that are otherwise irregular or unbalanced may be rejected. The right to reject any or all bids at its own option for any reason deemed by it sufficient and for the best interests of the town is expressly reserved by the Board of Commissioners who also reserves the right to award the Contract to more than one Contractor on a split order basis if deemed to be in the best interest of the Town.

Bidders are required to state in their proposals the price they agree to accept for each unity of measure for each item set forth and also the total for each item (obtained by multiplying the estimated quantity by the unit price). In the event of an error or error in these multiplications the unit price will govern and the total for that item will be changed to the correct amount. In the event of an error in the addition of the totals of the various items, the correct figure will be submitted. The proposal as thus corrected, shall have the same status as though no errors had been made in its preparation.

Bidders will be required to form their own judgment as to the character of the work and familiarize themselves with the conditions by personal examination and inspection of street trees.

The Contractor shall make no claim against the township that the conditions or amount of work to be performed have been misrepresented nor shall he claim that there was any misunderstanding as the amounts of material to be furnished or work to be performed.

Bidders will be required to submit answers to questions concerning their experience, financial standing, ownership of equipment, ability to perform the work and other matters relevant thereto. False, evasive or unsatisfactory answers will be sufficient cause for the rejection of the proposal.

Where doubt exists as to the meaning of the Plans, Specifications, or other matters relative to the proposed work, the Township of Nutley shall interpret them and his decision shall be final.

The successful bidder will be required to enter into a contract agreeing to conform to the regulations and conditions of Chapter 150, Laws of 1963, known as the New Jersey Prevailing Wage Act, and the regulations of the New Jersey State Commission of Labor and Industry. The successful bidder will be required to pay not less than the prevailing wage rates listed and made part of this proposal and contract.

In the event that it is found that any workmen employed by the Contractor or Subcontractor is paid less than the required wage, the Board of Commissioners may terminate the Contractor's right to proceed with the work or any part of the work where there has been a failure to pay the required wages. The Contractor and Surety shall be liable to the Township of Nutley for any excess costs occasioned thereby.

One or more inspectors appointed by the Township may be assigned to the work and retained thereon until the work is completed. The amount paid by the Township for inspector's services shall be deducted from the monies due to Contractor for each and every day that an inspector may be necessarily employed after the time limit stated for the completion of work. The presence of an inspector shall in no way relieve the contractor from responsibility for the condition of the work during construction or at the time of completion. All materials and methods used or intended to be used by the Contractor shall be subject to the approval of the Township of Nutley and inspector and the Contractor shall not use or attempt to use any material or methods without such approval. The Contractor shall render such assistance to the inspector as may be required to insure proper inspection. In case of any dispute between contractor and the Inspector, the Township of Nutley shall decide the point in question.

The Contractor shall not, except after obtaining consent from the proper persons, enter or occupy with men, tools, or materials lands other than those owned by the Township, nor shall any Township lands be used by him except by special permission. The use of adjacent streets for the storing of materials will not be permitted.

The Contractor shall use only first class equipment. My tools or equipment which, in the opinion of the Township of Nutley, is not capable of performing work properly or is not in first class condition shall upon his demand, be removed from the work and not again used without his permission. The responsibility for damage done through the use of improper tools and equipment shall be borne by the Contractor.

Should the Contractor or his agents cause damage to any property or structures by the hauling or storing of materials, the moving of tools, and equipment, or from any other cause, the contractor shall, at his own expense, repair any damage done, to the satisfaction of the Township of Nutley.

**EXTRA WORK:** In the event that work not classified under any unit or lump sum item of the contract shall be found necessary, the contractor shall perform such work as the Township of Nutley may order, in writing, and agrees to accept as full compensation for such extra work at the average rate per tree so indicated in the bid. The contractor shall, before the tenth of the month succeeding that in which any extra work shall have be performed, file with the Township of Nutley and account giving the itemized cost of such extra work, and shall give the Township of Nutley access to all accounts, bills and vouchers relating thereto. In case the contractor fails to file at the time above mentioned, such account for extra work, he shall have no claim for the same against the Township. No extra work shall be paid for unless ordered in writing by the Township of Nutley.

All loss or damage sustained during the progress of the work or caused by the performance thereof, either through accidents, unforeseen obstructions or difficulties, the action of the elements, encumbrances on the line of work, from improper OR insufficient protection or from any other cause to any property whatsoever, the work itself or the life or limb of any person, shall be borne by the Contractor.

#### RESPONSIBILITY OF CONTACTOR, JNDEMPTY

The Contractor shall take all responsibility for the work and take all precautions for preventing injuries to persons and property in and about the work; shall bear all losses resulting to him on account of the nature of the land in or on which the work is done if different from what was estimated or expected, or on account of the weather, elements or other causes; shall cover and protect the work from damage by flood or frost action and all injury to the same before the completion of the contract shall be made good by him. The Contractor shall assume the defense of and indemnify and save harmless the Township from all claims relating to labor or materials furnished for the work or in doing the work; to injuries to any person or corporation received or sustained by an act of the Contractor of his employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his employees therein.

#### CERTIFICATE OF INSURANCE

The contractor shall furnish certificates of both public liability and workmen's compensation insurance satisfactory to the Township as to company and limits. A certificate endorsed by the company shall be furnished stating that said company will notify the Township ten days (10) in advance of any cancellation becoming effective.

The Contractor shall be responsible for any claims made against the Township for an alleged infringements of patents, or royalties demanded by reason of the use of patented articles, equipment, processes or materials in connection with the work. The Contractor shall save harmless and indemnify the Township for any liability or expense to which Township may be put by reason of such alleged infringements.

The whole work of construction shall be performed and completed in a workmanlike manner and to the satisfaction of the Township of Nutley. The Contractor and his Sureties shall be responsible in every respect at all times and during the maintenance period for the complete and perfect construction, repair and maintenance or the work.

Neither partial payments, use of any portion of the work, or certificate issued by the Township of Nutley shall constitute an acceptance of all or any portion of the work. No person or persons, other than the Governing Body of the Township, has power or authority to accept any portion of the work, and any such acceptance will be invalid unless expressed by resolution of the Governing Body at a regular or special meeting thereof.

The Township of Nutley shall have full power to stop all or any portion of the work if; in his opinion, the material or methods used are not in accordance with the specifications or are inconsistent with good workmanship. The Contractor shall immediately stop and work when ordered to do so by the Township of Nutley and shall not resume it without the Township of Nutley's permission in writing.

If, in the opinion of the Township of Nutley the best interests of the Township require the suspension of the work, or any portion thereof, the Contractor shall immediately suspend it. If work is allowed during cold or freezing weather, the Contractor shall take such additional precautions as the Township of Nutley may require without additional compensation. Under no circumstances shall materials be used which have been affected by the weather or temperature. If any portion of the work is suspended, it shall not be resumed without the consent of the Township of Nutley. No damage shall be claimed by the Contractor on account of the suspension of the work, but such periods of time, when the suspension is ordered or concurred in by the Township of Nutley shall not be charged against the Contractor. When all or a portion of the work is suspended, all materials and equipment upon such suspended portions must be placed in such manner as not to interfere with public travel or cause inconvenience to citizens.

If, at any time, the Township of Nutley should judge and so certify in writing to Governing Body of the Township, that the work to be performed or any portion thereof, under the terms of the contract, has not been started, has been abandoned, is being unnecessarily delayed, or the Contractor is knowingly violating any of the provisions of the Contract, or is executing the same in bad faith, the Governing Body or its duly authorized Committee shall notify the Contractor in writing to discontinue all further work under the contract, and a copy of such notification shall be sent to the Contractors Surety. Failure to execute the work, without permission of the Township of Nutley, for a period often consecutive days will be considered an abandonment of the contract. Upon the mailing of such notification to the Contractor and his surety, to the addresses given in the Proposal, all rights of the contractor under the contract shall cease and the Township shall have the right to employ others to complete the work and to use such materials for the purpose that may be found upon the site, and if necessary, to procure sufficient additional materials to complete the work. The Township shall have the right to deduct the cost of completing the work from any monies due the Contractor and his Surety shall be liable to the Township for such additional cost. The Contractor and his Surety shall also be liable for all loss damage which may result to the Township by reason of no omission, failure, neglect, or refusal of the Contractor to commence, prosecute, complete and maintain work.

Upon the completion of the work, all equipment, surplus, and materials shall be removed.

The entire work area shall be thoroughly cleaned and left in a condition satisfactory to the Township of Nutley.

All ordinances and Police regulations of the Township, Laws of the State of New Jersey and of the United States of America must be observed in the performance of the Contract.

When any of the work is found to be imperfect or not in accordance with the Specifications, whether or not it was passed by the Inspector, or though it was not discovered until after the final acceptance by the Township, it shall be repaired in a manner or replaced by such material that will be satisfactory to the Township of Nutley.

If at any time after final acceptance by the Township, it should be discovered that the work was not performed to the standard established by the Township of Nutley or that the materials used or the work performed, or any portion thereof, was not in accordance with the Specifications, or that settlement OR irregularities in the line or grade have occurred, the Contractor shall be held as fully liable as though this condition has occurred or been discovered before such acceptance.

If the Contractor fails to complete the work in every particular within the time stated in "Instructions to Contractor", he shall pay to the Township in addition to reimbursement for Inspectors services, the sum of \$100.00 for each and every day that shall elapse after the time so limited until and every day that shall elapse after the time so limited until its final completion and acceptance by the Township. The amount shall represent liquidated damages and not a penalty. Sunday, legal holidays, and such extensions of time that may be granted to the Contractor will not be included in computing the amount of said liquidated damages.

The Contractor shall furnish a bond or bonds, as hereinafter describes, which shall be satisfactory to the Township Attorney and approved by him as to form and approved by the Township of Nutley as to sufficiency before this contract shall become effective. The bond or bonds shall be executed by an approved Surety Company authorized to do business in the State of New Jersey and shall be delivered before the execution of the Contract. The bond shall consist of the following.

- A. Bond guaranteeing the faithful performance of all of the provision of the Contract and specifications, and the payment of all claims for labor and materials, performed or furnished, in the performance of the work under the Contact, which bond shall be in the form required by the New Jersey Statues for Public Work.

The bidder, to whom the Contract is awarded, shall deliver the required bond or bonds and execute the Contract within ten days (10) from the date of such award, unless further time is granted for such execution. If the bidder should fail to deliver the bond or bonds and fail to execute and deliver the Contract before the expiration of that time, the Governing Body of the Township may, at its discretion, declare void the award of the Contract and held the said bidder liable for the amount of the deposit accompanying his bid as liquidated damages, and the said Governing Body may then award the Contract to the next highest bidder or re-advertise for bids at its direction.

## **PAYMENTS TO CONTRACTOR**

Partial payments on account for work performed under this Contract will be made by the Township to the Contractor not more frequently than once each month, upon and in accordance with the Certificate to be issued by the Township of Nutley, which partial payments shall be in the amount of 80% of its value based upon the actual amount of work performed at the unit Contract prices for same, and remaining unpaid for by the Township. A correction list for large dangerous dead branches shall be made after bud break in the spring. Upon completion of the corrections, the Final Inspection will be made.

The Township of Nutley shall so certify in writing to the Township and shall submit a final estimate, from actual measurement, of the total amount of work completed by the Contractor and of the value of such work under and according to the terms of this Contract. The Township shall, provided there are no liens, stop notices, violations of any of the provisions of these specifications, or other good and sufficient reasons, pay to the Contractor SIXTY (60) DAYS AFTER ACCEPTANCE OF WORK BY THE TOWNSHIP, the entire sum so found to be due hereunder, after deducting there from all previous payments and all amounts to be kept or retained under the provisions of this Contract or as authorized or required by any law of the State in which the work is performed.

All prior partial estimates and payments shall be subjected to correction in the final estimate and payments; the final estimate and the measurements upon which it is based may be made without notice thereof to the Contractor.

**TREE PRUNING PROPOSAL FORM**

DATED: \_\_\_\_\_

**TO THE GOVERNING BODY OF THE TOWNSHIP OF NUTLEY IN THE COUNTY OF ESSEX, MEW JERSEY.**

Gentlemen:

The undersigned hereby proposes to furnish and deliver to the Township of Nutley, in the county of Essex, New Jersey, strictly according to the specification attached, and at the stipulated locations, the following:

**TERM:**

From January 1, 2016 to December 31, 2016 with an option to extend one year after.

**DESCRIPTION**

The Bidder agrees to perform all work described in the specifications and contract documents for the following prices, including costs required to perform the Tree Pruning in the manner specified in the technical specification. All diameters are as measured at 4.5' above grade.

Billing prices will be determined by the number of trees actually pruned. All work will conform to the technical specification section and statement of work. Any discrepancies over tree quantities or tree locations shall be agreed upon between the Contractor and Township in writing prior to commencing job

The Township of Nutley maintains the right to add, delete or substitute trees appearing on its pruning lists for other trees of similar size.

<b><u>ITEM</u></b>	<b><u>TOTAL COST/TREE</u></b>
1) The pruning of street trees having a trunk diameter of 12-16"	\$ _____
2) The pruning of street trees having a trunk diameter of 17"-21"	\$ _____
3) The pruning of street trees having a trunk diameter of 22"-26"	\$ _____
4) The pruning of street trees having a trunk diameter of 27"-31"	\$ _____
5) The pruning of street trees having a trunk diameter of 32" or greater	\$ _____

It will be the decision of the Township of Nutley to award this contract by line item bid, cost/tree, or by grand total bid depending upon what is deemed to be in the best interest of the Township of Nutley.

Each bid must be accompanied by a certified check, cashier's check or bid bond made payable to the Township of Nutley in the County of Essex, in an amount equal to ten (10%) percent of the said bid, but not in excess as \$20,000.00 Each bid must also be accompanied by a Consent of Surety as set forth in the Invitation to Bidders.

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_  
COMPANY

(SEAL)

\_\_\_\_\_  
NAME OF N.J. CERTIFIED TREE EXPERT

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CERTIFICATION NUMBER

\_\_\_\_\_  
ADDRESS

NAME(S) OF EMPLOYEES WITH CURRENT  
LINE CLEARANCE CERTIFICATION :

\_\_\_\_\_  
NAME NUMBER

\_\_\_\_\_  
NAME NUMBER

\_\_\_\_\_  
NAME NUMBER

\_\_\_\_\_  
NAME NUMBER

## SPECIFICATIONS

### PRUNING OF STREET TREES

#### PART I TECHNICAL INSTRUCTIONS

##### **A. REQUIRED PRUNING**

1. Pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as crown cleaning within the tree canopy (crown cleaning), including the removal of broken hanging branches and flush cutting of old stubs pursuant to A.N.S.I. A300 and Z133.1 Standards and Class II Standard Pruning, NJ Board of Tree Experts, Pruning Standards for Shade Tree 1997. Plus crown cleaning of one inch diameter material.
2. Superfluous sucker growth (water sprouts) shall be removed in all cases except where desirable to fill in vacancies in the tree canopy.
3. Tree branches shall be elevated (raised) to a point at least twelve (12) feet above the street with a near equal balance on both street and lawn sides of the trees.
4. Branches interfering with the function of street lights, or growing in close proximity to the property of private residents shall be removed or cutback so as to eliminate the problem. The minimum clearance distance from a building shall be 12'. In cases where drastic cutting back is necessary, the Township of Nutley shall be consulted prior to the execution of the work on the particular tree in question.
5. In consideration of the fact that many trees on the pruning list will be within the 100' range, hence above the normal working range of an aerial bucket truck, the successful contractor must be prepared to either safely climb above the working height of an aerial bucket truck or be prepared to bring in an aerial device capable of performing crown cleaning within the 100' range of these trees.
6. Special attention shall be given to the repair of storm damage sustained during the October 2011 Snow Storm and Super Storm Sandy. Broken branches shall be cut back to a lateral branch where ever possible. Excessive sucker growth from prior storm damage repair shall be thinned out giving preference to the more dominant shoots.

##### **B. METHOD OF CUTTING AND TREATMENT OF WOUNDS**

1. Cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
2. Pre-cutting of branches too heavy to handle is required to prevent splitting or peeling of the bark. Large branches shall be lowered to the ground by the proper ropes and equipment as a safety precaution.

3. Trees suspected of harboring a contagious disease shall be reported to the Township of Nutley and all tools used on such trees are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
4. The presence of any structural weakness, disease or insect condition, decayed trunk or branches, split crotches, or branches not covered in this contract shall be reported to the Township of Nutley in writing, but no additional work is to be performed without written authorization from the Township of Nutley .
5. No hooks or climbing spikes are to be used.
6. No trees under (12) twelve inches in diameter at breast height are included in this pruning contract.

### **C. SUPERVISION**

7. The Township of Nutley duly appointed official shall have the exclusive authority to interpret the quality of work related to this contract.
  2. All work done by the successful bidder must be performed under the supervision of a New Jersey Certified Tree Expert provided by the Contractor.
  3. All pruning within 10' of energized conductors must be performed by a Line Clearance Certified employee of the contractor in conformation with the NJ High Voltage Proximity Act.

## SPECIFICATIONS

### PRUNING OF STREET TREES

#### PART II GENERAL INSTRUCTIONS

##### **8. WORK SCHEDULE**

The work shall not be commenced by the successful bidder until notified to do so by the Township of Nutley and after such notification, weather permitting, the Contractor shall perform the specified work from start to finish without interruption commencing with thirty **(30)** days of the awarding of the contract. The successful bidder shall notify the Township of Nutley and Superintendent of Parks and Public Property prior to starting any work on this project.

2. Trees shall be pruned on the basis of one street at a time.
3. Work may be performed during the hours of 7:00 AM. To 6:00 P.M. Monday through Saturday.

##### **B. PUBLIC SAFETY**

1. The Contractor shall provide all necessary street barricades and “men working in trees’ signs, and provide a ground man on duty at all times work is being conducted on site.
2. The Contractor shall comply with all State A.N.S.I. and O.S.H.A. line clearance standards.
3. The Contractor shall advise the Nutley Police Department of all street closings. Provision shall be made for the passage of local residents and emergency vehicles at all times,
4. The Contractor shall remove all branches, limbs, wood, rakings, and debris from the work site at the end of each work day and provide for their disposal. Sidewalks, streets, gutters and private driveways shall not be blocked with equipment or debris except temporarily in the immediate work area.
5. Should it be necessary to actually close a road in conjunction with this work, the contractor shall at their expense, institute traffic control measures as directed by the Nutley Police Department.

The Nutley Police Department reserves the right to immediately stop any work which excessively interferes with the flow of traffic or requires the presence of a police officer at the worksite. Police assistance must be arranged a minimum of 4 days prior to when needed by contacting Chief Thomas Strumolo, Jr., at (973) 284-4940. The cost for police assistance is as follows: \$65 per hour for the officer, \$9 per our for the vehicle and \$5 per hour for administrative costs for a total of \$79 per hour.

**C. ADDITIONAL INSTRUCTIONS**

1. Substitutions may be made for any tree not pruned on a given street for another tree of similar size and growth characteristics on another street when approved by the Township of Nutley and agreed to by the successful bidder.
2. The Contractor shall direct all questions regarding the location of trees within the Township right-of-way or other questions relating to this contract to the Township of Nutley prior to performing any work on the trees in question. The contractor will only be paid for pruning trees growing within the Township right-of-way and included in this contract.
3. The right is expressly reserved by the Township to order the omission of any portion of the work or materials called for by the plans or specifications or as set forth in the Form of Proposal or to order any additional thereto or to make any alterations in the nature of the work materials used, provided such alterations are, in the opinion of the Township of Nutley consistent with the general nature of the work. It is expressly agreed that such omission, additions, or alterations shall not in any way violate, annul or modify the contract or bond.
4. All materials used in the work shall be of the best quality and equipment in safe operating condition and if the Contractor shall bring or cause to be brought to the work, any material or equipment which are not satisfactory to the Township of Nutley or do not strictly conform to the requirements of the Specifications, the Township of Nutley shall have the right to order them to be removed from the vicinity of the work and in case of neglect or refusal of the contractor to do so, the Township of Nutley shall have the right to employ others to do so, and to deduct the expense thus incurred from any monies due or to become due to the Contractor.
5. Anything not specifically mentioned in the specifications, but usual in work of this character, must be done and performed by the Contractor the same as if it were written herein, and anything in the Specifications which is not shown on the Plans or anything shown on the Plans, and not included in the Specifications shall be regarded as if it had been shown on and included in both. If the Plans and Specifications conflict, the Township of Nutley shall interpret them.
9. The Contractor shall understand that the FINAL CORRECTION list will not take place until after bud break in the spring (unless trees are pruned in full leaf). At least one full crew day should be allowed for the completion of these corrections in the spring. The Township will withhold 10% of the value of the job until all corrections and the final inspection has been completed.
10. At the completion of the job, the Contractor shall provide the Township of Nutley with a letter on company letterhead stating the quantity of woodchips in cubic yards which were recycled.

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**PROFESSIONAL, GOODS AND SERVICE CONTRACTS**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the CONTRACTOR *will* take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees 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 or sex.

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

The CONTRACTOR or subcontractor, where applicable, agrees to comply with the 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 as set forth in Exhibit C.

The CONTRACTOR or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals proscribed in accordance with N.J.A.C. 7: 27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C, 7: 27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form kASO2

The CONTRACTOR and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEC as may be requested by the Division from time to time In order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEC For conducting a compliance investigation pursuant Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT B  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees 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 or sex;

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3: provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, 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 applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will -cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under B below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

B. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of A above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1-To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-53, of its workforce needs, and request referral of minority and women workers;

2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job -openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5. If it is necessary to lay off any of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(I.) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractors or subcontractors workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as 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 these requirements, however, are limited by the provisions of C below.

(ii.) If the contractor's or subcontractors workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractors or subcontractors workforce is no longer consistent with the applicable employment goal.

(iii.) If, for any reason, a contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

After notification of award but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form M201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

D. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EBO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting compliance investigation pursuant to Subchapter *ID* of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT C

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. S12 I UI et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 in strict compliance with the Act. In the event that the Contractor, Is agents, servants, employees, or subcontractors violate or are alleged to have violated (he 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, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the 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 (he 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 CONTRACTORS 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.

**EXHIBIT D**  
PREVALING WAGE

### Request for Determination

If applicable, to be used by the Public Body in requesting Wage Determination pursuant to the Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and N.J.S.A. 34:111-5.1, Chapter 150, Laws of 1963. Complete and mail to:

Public Contracts Section  
Office of Wage and Hour Compliance  
CN389  
Trenton, NJ 08625-0389

Phone: 609-292-2259  
Fax: 609-695-1174

Request is made for determination of wage rates to be paid laborers and mechanics on the work described below:

Name and Title of Requesting Officer	Phone Number
Address of Requesting Office	Proposed Advertising Date
	Estimated Value of Contract
Signature of Requesting Officer	Date of Request
Name and Address of Public Body (Owner) Who Will be Awarding Contract	Name and Address of Official Who will Receive Payrolls
Description Of Work	
Location Where Work Will be Performed	Municipality
	County
Remarks	

Note: If Faxed, do not send duplicate by mail.