

BOROUGH OF RAMSEY
BERGEN COUNTY, NEW JERSEY
NOTICE TO BIDDERS
PROPOSAL & SPECIFICATIONS FOR
SHADE TREES

for the
BOROUGH OF RAMSEY

CHRISTOPHER BOTTA, MAYOR

BOROUGH COUNCIL
DEIRDRE DILLON
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JACK D'AGOSTARO, P.E., BOROUGH ENGINEER

April 2011

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received on or before, **Tuesday April 12, 2011 at 2:30 P.M.** prevailing local time, in the Council Chambers by the Borough Administrator, Municipal Building, 33 North Central Avenue, Ramsey, New Jersey, for the following:

SHADE TREES

Proposals and specifications may be obtained from the Borough Engineer, Municipal Building 33 North Central Avenue, Ramsey, New Jersey. Bids must be submitted on forms supplied, in a sealed envelope bearing the name and address of the bidder, and addressed to the Borough Administrator, Borough of Ramsey, New Jersey 07446, and delivered or presented to the Borough Administrator's office on or before the date and time set. Bids sent by mail must be received by the Borough Administrator prior to the time set for receiving bids.

No proposal will be considered unless accompanied by a certified check, cashier's check, or bid bond, made payable to the order of the Borough of Ramsey, New Jersey, in an amount not less than ten percent (10%) of the amount of the bid, \$20,000 maximum, binding the bidder to execute a formal contract in form approved by the Borough within ten (10) days after notification of the acceptance of the bid. Upon the failure of the successful bidder to execute the necessary contract, the deposit made shall be held by the Borough and applied on account of the Borough's claim for damages.

Bidders must not submit bids with qualifying conditions or provisions.

The Borough reserves the right to waive any defects or informalities in any bid or to accept the bid which, in its judgment, best serves the interests of the Borough.

Bidders will be furnished with a copy of the specifications by the Borough Engineer upon proper notice and the payment of a non-refundable fee of \$15.00 for each specification in accordance with Ordinance No. 949.

The Borough of Ramsey, in accordance with Title VI Civil Rights Act of 1964, 78 statute 252 U.S.C. and 49 C.F.R., Part 21, issued pursuant to such Act, will afford minority business enterprises full opportunity to submit in response to this invitation and will not discriminate against any bidder on the grounds of race, color, or natural origin in the contract award.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.



Ed Sandve, Borough Administrator
BOROUGH OF RAMSEY

**PROPOSAL FOR
FURNISHING AND INSTALLATION OF NURSERY GROWN SHADE TREES**

**SHADE TREE COMMISSION
BOROUGH OF RAMSEY
BERGEN COUNTY, NEW JERSEY
SPRING 2011**

Furnishing and installation of balled and burlaped nursery grown specimen trees per the attached specifications with one year's replacement guarantee.

DESCRIPTION:

8 ea. Little Leaf Lindens	_____	ea.
4 ea. Little Leaf Linden (4" caliper)**	_____	ea.
2 ea. Red Oak	_____	ea.
9 ea. Shade Master Locust	_____	ea.
2 ea. Shade Master Locust (4" caliper)**	_____	ea.
1 ea. Kwanzan Cherry	_____	ea.
3 ea. White Oak	_____	ea.
1 ea. White Oak (4" caliper)**	_____	ea.
13 ea. October Glory Red Maples	_____	ea.
2 ea. October Glory Red Maples (4" caliper)**	_____	ea.
9 ea. Kousa Dogwood-Single Stem	_____	ea.
3 ea. Zelkova Green Vase (4" caliper)**	_____	ea.
3 ea. Bradford Callery Pear	_____	ea.
Total 60 trees	Total Bid	_____

THE TOTAL NUMBER OF TREES MAY CHANGE. A list of locations within the Borough right-of-way will be furnished to the person submitted the low bid.

** See detailed specifications

Accompanying this proposal is a certified check, cashier check or bid bond, made payable to the order of the of the Borough of Ramsey in the sum of \$ _____ being not less than ten percent (10%) of the total bid amount, which the undersigned agree _____ is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project within the stipulated time.

State whether bidder is a proprietorship, partnership, limited partnership, association or corporation
Give name and address of registered agent.

Signature of person, firm or Corporation
making this proposal.

Company Name

By: _____
Name & Title

Company Address

Company Telephone

Dated

NOTE: Corporations from outside the State of New Jersey shall furnish a certificate to the effect that they are authorized by the Secretary of State to do business in the State of New Jersey.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF BERGEN : SS
BOROUGH OF RAMSEY)

_____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law, on my oath depose and say that I am

(Name)

(Firm)

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 Borough of Ramsey 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

(Name of Contractor)

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

(Signature of Affiant)

(Type or print name of Affiant)

*
* Subscribed and sworn to before me this _____
* day of _____, 20 ____.
*
*
* _____
* Notary Public of _____
* My commission expires _____
*

STOCKHOLDER DISCLOSURE AFFIDAVIT

Project:

STATE OF NEW JERSEY)
: SS:
COUNTY)

I, _____ of the City of _____
in the County of _____ and the State of _____, of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
the Bidder making the Proposal for the above-named project, and that I execute the said Proposal
with full authority so to do, and that the following is a list setting forth the names and addresses
of all stockholders in the aforementioned corporation or partnership who owns 10% or more of
its stock, of any class or of all individual partners in the partnership who own a 10 % or greater
interest therein as the case may be, and that if one or more such stockholder or partner is itself a
corporation or partnership, the stockholders holding 10% of that corporation=s stock, or the
individual partners owning 10% or greater interest in that partnership, as the case may be is also
listed, and that the following disclosure contains the names and addresses of every non-corporate
stockholder, and individual partner, exceeding the 10% ownership criteria, and the list is as
follows:

- 1. Name _____
Address _____
- 2. Name _____
Address _____
- 3. Name _____
Address _____
- 4. Name _____
Address _____

- 5. Name _____
Address _____
- 6. Name _____
Address _____
- 7. Name _____
Address _____
- 8. Name _____
Address _____
- 9. Name _____
Address _____
- 10. Name _____
Address _____

AND, FURTHER, said Bidder affirms that all statements contained in this affidavit are true and correct and made with full knowledge that the Owner relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

Subscribed and sworn to before
me this _____ day
of _____, 20 ____.

Notary Public of
My Commission expires on
_____, 20 ____

BOROUGH OF RAMSEY
BERGEN COUNTY, NEW JERSEY

HOLD HARMLESS AGREEMENT

BETWEEN The Borough of Ramsey
33 North Central Avenue

AND

Contractor

Address (not a Post Office Box)

Phone Number & FAX

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Ramsey.
2. The Contractor agrees to indemnify and hold harmless the Borough of Ramsey and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorneys' fees to which the Borough may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of Ramsey harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the Borough of Ramsey as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.

Signed this _____ day of _____ 20____

as the binding act in deed of _____

Name of Organization

Authorized Signature and Title

Print-Authorized Signature and Title

WITNESS Signature

LIST OF SUBCONTRACTORS

ALL SUBCONTRACTORS TO BE EMPLOYED IN THE COMPLETION OF THIS PROJECT MUST BE LISTED BELOW. If no subcontractors are to be used and all work will be done by your own employees, complete section B. below.

CHECK BOX AND COMPLETE SECTION AS APPROPRIATE.

<input type="checkbox"/> A. SUB CONTRACTORS TO BE EMPLOYED	
Sub Contractor Name, Address & Telephone Number	Trade (s) Being Employed

<input type="checkbox"/> B. NO SUBCONTRACTORS WILL BE EMPLOYED, ALL WORK WILL BE DONE BY EMPLOYEES OF THE BIDDER .

Signature of person, firm or corporation

Company Name

By: _____
Name, Title and Signature

Company Address

Telephone Number

Date

CONSENT OF SURETY

(This Consent of Surety form is part of the Proposal and must be filled out and submitted with the Proposal)

In consideration of the premises (the proposal to which this is attached), the undersigned consents and agrees that, if the Contract for which the preceding proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and guarantor for its faithful performance, and shall execute a bond in the form required by New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the Contract price and to be conditioned so as to indemnify the Borough of Ramsey, Bergen County, New Jersey, against loss due to the failure of the Contractor to meet the stipulations of the Contract, contract documents, and the bond, and to guarantee payment to all persons performing or furnishing labor or materials for performance of said Contract is so awarded, it will pay, on demand to the said Borough of Ramsey, any difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such Contract and the sum which the said Borough may hereafter be obliged to pay the corporation, person or persons to whom a substitute Contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these presents to be signed by its duly authorized officers,

this _____ day of _____ 20__.

ATTEST:

_____ BY _____

Surety

(Seal)

ATTEST:

_____ BY _____
Title

COUNTERSIGNED:

Signature & Business Address of Bidder

Sample Federal Letter of Approval

Attachment 1

U.S. Department of Labor

Employment Standards Administration
Office of Federal Control Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

AMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the contractor ~~_____~~ has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.7 of the State Treasurer has approved said report. This approval shall remain in effect for the period of _____

VOID



State Treasurer

LIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS TO BE SUBMITTED WITH A BID

The following items must be submitted with each bid proposal. You are required to initial each entry, to indicate that these items are included with the bid proposal, and, in addition, sign and submit this form with the bid proposal.

NAME OF FORM	INITIALS
Bid Guarantee**	
Bid Proposal Form	
Non-Collusion Affidavit	
Stockholder Disclosure Affidavit**	
Consent of Surety**	
Experience Questionnaire	
List of Subcontractors to be employed**	
Receipt of Notices/Revisions/Addenda**	
List of Forms, Documents, etc., submitted with this bid	
Proof of Business Registration**	
Hold Harmless Agreement**	
Public Work Contractor License	

****THE ITEMS MARKED ARE MANDATORY ITEMS; FAULTURE TO SUBMIT ANY ONE OF THESE MANDATORY ITEMS SHALL BE DEEMED A *FATAL DEFECT* THAT SHALL RENDER THE BID PROPOSAL *UNRESPONSIVE*.**

form bid-2(revised 11-10)

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 employers and applicants for employment, notices to be provided to 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 employee 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 or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, 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.S.A. 17:27-7.3.

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

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

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

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other

construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit an Initial Project Workforce Report (see Attachment #4) Form AA-201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report (see Attachment #5) Form AA-202 once a month thereafter for the duration of this contract to the Division and to the Borough of Ramsey compliance officer.

After notification of award, but prior to signing a construction contract the Affirmative Action evidence must be submitted. All Public Agencies must retain the Affirmative Action evidence in their files for review by the Division.

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

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

Company Name

Officer Signature

Officer Title

Date

Phone Number

INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. **SCOPE**

The Borough of Ramsey proposes to accept bids for furnishing and installment of Shade Trees.

2. **BIDDERS**

All bidders, to be acceptable to the Borough of Ramsey, shall be skilled in the class of work on which they bid and shall furnish in writing, upon request by the Borough, full and detailed certified check and other documents to the office of the Borough Administrator on or before the prevailing time, on the date stated in the advertisement. Bids sent by mail must be received by the Borough Administrator prior to the time set for receiving bids. Bids will be publicly opened and read aloud in the Council Chamber. No proposal will be considered which is not based upon the specifications, or which is not properly made out and signed in writing by the bidder, or an authorized agent of the bidder.

Each bidder shall also satisfy himself, by personal examination of the location of the proposed work and by such other means as he may prefer, as to the actual conditions and requirements of the work to enable him to make up his bid intelligently and to advantage. The bidder shall make himself familiar with all of the specifications, instructions, general conditions, etc., before submitting his proposal in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No allowance will be made for any claims that bid is based upon incomplete information as to the nature and character of the site or the work involved. Conditional bids will not be accepted.

Each bidder shall carefully fill out the **Experience Questionnaire** provided in the proposal.

3. **PROPOSALS**

All proposals shall be sealed and enclosed in an envelope, properly addressed to the Borough Administrator of the Borough of Ramsey, New Jersey, and properly titled for the project involved. Proposals shall be made solely on the Form of Proposal attached hereto and any proposals shall be considered informal which are not, in all respects, in conformity with this notice. Proposals shall be completely filled in. If the bidder is corporation, the bid shall be signed in writing by a properly authorized officer of the corporation. Bids shall be written in ink with words and figures in each item where a price is called for. In case of discrepancy, the written words will govern. Proposals must not be separated from the contract documents. Each bidder shall deliver his proposal and certified check and other documents to the office of the Borough Administrator on or before the prevailing time, on the date stated in the advertisement. Bids sent by mail must be received by the Borough Administrator prior to the time set for receiving

bids. Bids will be publicly opened and read aloud in the Borough Hall. No proposal will be considered which is not based upon the specifications, or which is not properly made out and signed in writing by the bidder, or an authorized agent of the bidder.

4. CERTIFIED CHECKS AND BONDS

Each bidder shall, at the time of filing his proposal, deliver therewith, in a sealed envelope, a certified check, cashier check or bid bond in an amount equal to ten percent (10%) of the total of his bid in no case to exceed \$20,000, payable to the order of the Borough of Ramsey, New Jersey, as payee of oblige, which shall be forfeited as liquidated damages if bidder shall fail to execute a Contract in conformity with the form of the agreement prepared by the Borough Attorney, and furnish bonds as specified within ten (10) days after notification of the award of the contract to him. The check required under this section shall be held as evidence of the good faith of the bidder and to indemnify the Borough of Ramsey, in case the Contract is awarded to said bidder, from any loss by reason of the failure of such bidder to enter into a Contract to do the work.

Each bidder shall submit, with his proposal, in addition to the certified check, cashier check or bid bond, a consent of surety from a company authorized to do business in New Jersey, and satisfactory to the Borough Attorney, to the effect that said surety company will furnish the required bond for the bidder, if said bidder is awarded the Contract.

The bidder to whom a Contract is awarded shall execute and deliver to the Borough of Ramsey, New Jersey, a written Contract on the form required by the Borough of Ramsey within ten (10) days after notice of the fact that the Contract has been awarded to such bidder, and such bidder shall also, at the time of executing and delivering such Contract, execute and deliver to the Borough Administrator of Ramsey, New Jersey, a bond in the amount of one hundred percent (100%) with an approved surety company or trust company as surety, conditioned upon the faithful performance of the work in accordance with the Contract.

The form of the bonds and the surety thereon shall be satisfactory to the Borough Attorney of Ramsey, New Jersey. The contract may apply for a reduction in the amount of such bond at the end of each year as well adequately protect the Borough for the remainder of the term of such contract. The amount of reduction shall be determined by the Borough

Contracts and bonds shall be executed in triplicate. The cost of all bonds and the cost of executing the bonds and Contract, including all notarial fees and expenses, are to be paid by the contractor to whom a Contract is awarded.

After the bids have been opened, all certified checks will be returned promptly, except those of the three (3) lowest bidders. The certified checks of the three (3) lowest bidders may be held until the contract is signed and approved, after which time they will be returned within three (3) days.

5. **ACCEPTANCE OR REJECTION OF BIDS**

The Borough of Ramsey reserves the right to reject any or all bids, either in whole or in part when in its judgment the public interest would be best served by so doing and, where the proposal contains more than one item to be bid upon, to accept the bid or bids on any or all items contained therein, determining low bid, either on the basis of comparison of the aggregate of all items bid or on the basis of a comparison of bids, item by item. The Borough also reserves the right to reject the bid of a bidder who has previously failed to perform properly contracts of a similar nature. The Borough of Ramsey may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Borough of Ramsey further reserves the right to waive any minor informalities or irregularities in the bids received, and to accept the bid from the lowest responsible bidder. **The Borough of Ramsey further reserves the right to omit any item or items from the proposal which it deems advisable for the best interests of the Borough.**

6. **WITHDRAWAL OF BIDS**

No bid will be allowed to be withdrawn for any reason whatsoever after it has been deposited with the Borough before the expiration of a period of sixty (60) days from the date set for the opening thereof, in the event there is a delay in the awarding of the contract.

7. **GUARANTEE**

The equipment and materials to be furnished shall carry the manufacturer's standard guarantee against defective workmanship and materials.

8. **ASSIGNMENT OF CONTRACT**

There shall be no assignment or subletting of the contract or any part thereof, or of any money due or to become due thereon, without the consent of the Borough Council, expressed by resolution.

9. **PAYMENT**

Payment will be made to the contractor upon presentation of bills properly submitted on Borough vouchers as required by law.

10. **PREVAILING WAGE ACT**

All wages to comply with the Prevailing Wage Act, Chapter 150, Laws of 1963, as determined by New Jersey Department of Labor and Industry.

Prevailing wage rate determinations may be obtained from the New Jersey Department of Labor, by telephone, or at the Department of Labor website for Official Wage Rate Determination. The address of this website is <https://wnjpin.state.nj.us/pw/prevwage.html>

11. **CHAPTER N.J.S.A. 10:5-31 SUPPLEMENT TO LAW AGAINST DISCRIMINATION MUST BE ADHERED TO.**

12. **DO NOT INCLUDE GOVERNMENT OR PROCESSING TAXES IN PRICES.**

13. **METHOD OF AWARDING CONTRACTS.**

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the Borough of Ramsey. The contract awarded between the Borough of Ramsey and the successful vendor(s) shall establish the contractual obligation regarding specific items, specifications and quantities to be provided by the Borough of Ramsey.

14. **DELIVERY TIME AND LOCATION**

Each participating contracting unit shall accept its own deliveries at a specified time and location (see detailed specifications). In the case of all awards made on the basis of price F.O.B. delivered to the participating contracting units, the supplier(s) shall be required to make deliveries to the locations in the quantities designated by such units.

15. **DOMESTIC PRODUCTS**

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18.

16. **METHOD OF SUBMITTING BIDS**

Bids may be hand delivered to the Borough Clerk of the Borough of Ramsey. The Borough of Ramsey disclaims any responsibility for bids forwarded by mail. Bids received after the bid opening deadline will be returned, unopened, the return address shown on the bid envelope.

17. **PRICES SUBMITTED**

The bid prices submitted must remain firm for a period of at least sixty (60) days after the receipt and opening of bids, or for such other period of time as may be specified elsewhere in the specifications, but in no case beyond sixty (60) days.

18. **TIME FOR MAKING AWARDS FOLLOWING THE RECEIPT OF BIDS**

The Borough of Ramsey shall, on behalf of each participating contracting unit, award a contract or reject all bids within sixty (60) days after the receipt and opening of bids or within such time as may be specifically stated elsewhere in the specifications.

EXPERIENCE 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 as a Landscaping company under your present business name? _____
2. How many years have you been a principal officer of a landscaping company under another name? _____
3. What work of a similar nature has your organization completed? List a minimum of three projects. _____

(Note: Fill out each blank completely)

Name of Owner and Location	Name and Address of Person in Responsible Charge as Reference	Class of Work	Amount of Contract	Date of Completion

Signature in writing of the bidder or bidders or authorized officer or agent, with business address:

Date:

GENERAL CONDITIONS

I. DEFINITIONS

The following terms and expressions used in the Contract Documents shall be understood as follows:

Wherever the words "**Borough** or "**Owner**" are used in this contract, it shall be understood to mean the Borough of Ramsey, New Jersey, the party of the first part of the agreement or its legal representative.

Wherever the word "**Contractor**" is used in this contract, it shall be understood to mean the party of the second part of this agreement or his legal representative.

Wherever the word "**Engineer**" is used in this contract, it shall be understood to mean the "**Borough Engineer**" or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.

Wherever the work "**Subcontractor**" is used, it shall be understood to mean persons, firms or corporations having a direct contact with the Contractor, and including those who furnish materials worked to a special design in accordance with the Plans and Specifications, but not including those who merely furnish materials not so worked.

Wherever the word "**Plans**" is used, it shall be understood to mean the Contract Plans accompanying the specifications and such detail and supplementary drawings as may be furnished from time to time.

Wherever in the Specifications or upon the Drawings the words "**as directed**", "**as required**", "**as permitted**" or words of like effect are used, it shall be understood that the direction, requirement or permission of the Engineer is intended, and similarly the words "**approved**", "**acceptable**", "**satisfactory**" or words of like import, shall mean approved by or acceptable or satisfactory to the Engineer.

Wherever the work "**Contract**" or "**Contract Documents**" is used, it shall mean and include this Contract, Advertisement for Bids, Information for Bidders, Proposal, Contract Provisions, General Specifications, Detailed Specifications, Plans, Agreement, Bond and Addenda.

II. TIME OF COMPLETION

See Specifications.

III. COMMENCEMENT OF WORK

The contractor will commence work within ten (10) consecutive calendar days after signing of the contract.

IV. EXTENSION OF TIME

Should the Contractor be delayed by any act of the Owner, changes in the work ordered by the Municipality, strikes, fire, unavoidable accidents or any item that the Contractor could not reasonably anticipate, then the time of completion may be extended for a reasonable time as determined by the Engineer. No additional charges shall be made by the Contractor for delays during the progress of this project. All delays shall be compensated for by granting an extension of time, without prejudice.

V. ADDENDA

While this project is being advertised, any changes will be made known to all bidders by Addenda in writing via mail or hand delivery. All such Addenda will become part of the Contract Documents.

VI. STATUS AND AUTHORITY OF ENGINEERS AND INSPECTORS

The Engineer shall have general supervision and direction of the work, the interpretation of the Plans and Specifications, the ordering of additions to or deductions from the work, and the determination of procedure. He shall give all orders and directions contemplated under this contract. He shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under the contract, and shall have authority to reject all work and materials which do not conform to the contract requirements. He shall determine all other questions that may arise in relation to the execution of the work. He shall have the authority to halt the work whenever such action may be necessary to secure the safe and proper execution of the contract. In every case, the Engineer's decision shall be final and binding and shall be a condition precedent to the right of the Contractor to receive any money thereunder, in case of a dispute.

The Contractor shall permit the Engineer, his assistants, inspectors and properly authorized persons to enter upon and have free access to the work at all times, and all places of manufacture where materials for the work are being made and to measure and inspect the work or materials.

The Contractor shall not, however, because of any inspectors, be relieved of his obligation to supervise the work and fulfill the provisions of the Contract, for it is hereby distinctly understood and mutually agreed to by both parties to this Contract that an assistant or inspector on the work is not in any sense to be considered as a deputy in charge.

VII. PROVISIONAL ACCEPTANCE

All materials, equipment, appurtenances or work once accepted by the Engineer may be rejected at any time should any defect in the same or variations from the requirements of the contract documents be discovered before the entire work has been fully accepted and fully paid for.

VIII. SKILLED MEN

The Contractor shall employ only competent and skilled men and first class mechanics and artisans on all parts of the work, and shall in his absence have on the ground at all times during the progress of the work a responsible and qualified representative in charge, duly authorized to receive and execute all orders. Whenever the Contractor or his representative is not present on any part of the work when it is necessary to give directions, orders will be given by the Engineer or his representative and shall be obeyed by the Superintendent or Foreman who may have immediate charge of the men employed on the particular work in relation to which the orders may be given. Failure to obey or willful evasion of such orders by the Superintendent, Foreman or other person in immediate charge may, at the option of the Engineer, result in immediate dismissal of such men from the work.

IX. INSURANCE REQUIREMENTS

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work.

A. Policy and Limit Guidelines as follows:

- (1) Workers Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.
- (2) Commercial General Liability insurance coverage, written on an occurrence basis, must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- (a) Premises/Operations
 - (b) Elevators
 - (c) Independent Contractors
 - (d) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
 - (e) Broad form property damage liability including completed operations.
 - (f) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
 - (g) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
 - (h) Products and completed operations for a period of two (2) years from substantial completion.
 - (i) Limited Pollution Cleanup at a limit of \$100,000 for construction projects over \$500,000.
- (3) Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorists at limits no less than the minimum statutory limits.
 - (4) Owners Protective Liability policy (OCP) with minimum limits of \$1,000,000. The policy "Named Insured" would be the Borough of Ramsey and all participating as owner. The policy would also show the Contractor as "Designated Contractor". This policy will protect the Named Insured (the municipality) for the negligent acts of the Designated Contractor (Contractor).
 - (5) Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor Employer Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required

herein. Coverage to include on site limited pollution. The OCP policy is required in Item No. 4 and should be an underlying policy.

<u>Project Cost</u>	<u>Umbrella Limit</u>
\$50,000 and Below	\$ 1,000,000
Over \$50,000 to \$500,000	\$ 3,000,000
Over \$500,000 to \$1,000,000	\$ 5,000,000
Over \$1,000,000	\$10,000,000

B. Additional Requirements As Follows:

- (1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough of Ramsey shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough of Ramsey by the Contractor's Insurer. These must be received thirty (30) days prior to commencement of work.
- (2) The Contractor agrees that it will defend, indemnify and save harmless the Borough of Ramsey, its officers, agents and employees from any and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
- (3) All insurance purchased and maintained by the Contractor shall designate the Borough of Ramsey, their officers, officials, agents, employees and consultants as additional insured.
- (4) Except as modified by the Borough of Ramsey in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
- (5) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best rated A-X or better Insurance Company licensed to do business in the State of New Jersey.
- (6) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Borough of Ramsey will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Borough of Ramsey. Standard

exclusions will be allowed provided they are not inconsistent with the requirements of this subsection allowance or any additional exclusions. This will be at the discretion of the Borough of Ramsey. Regardless of the allowance of exclusions or deductions by the Borough of Ramsey, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Borough of Ramsey is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Borough of Ramsey may refuse to make payment of any further monies due under this contract or refuse to make payment of monies due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Borough of Ramsey may default the Contractor and direct the surety to completing the project. During any period when the required insurance is not in effect, the Borough of Ramsey may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

X. RESPONSIBILITY FOR ACCIDENTS, DELAYS AND WORK LOSS

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of Government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the Borough. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injury to person and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this Contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall take all precautions for preventing injury to persons and property in or about the work. He shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assure the

defense of and indemnify and hold harmless the Borough, its offices and agents, from all suits or actions at law or claims of **ANY KIND WHATSOEVER** arising in connection with this work or in consequence thereof and shall, if required, show evidence of settlement of any such action before final payment is made by the Borough.

XI. PROTECTION OF WORK

Protection devices (barricades, warning signs, red lights, guards, etc.) necessary to prevent avoidable accidents to the public and adjoining tenants, shall be provided and maintained by the Contractor during the performance of all work under this Contract.

XII. PROTECTION OF UTILITIES AND PROPERTY

The Contractor will protect all existing utilities, trees, and property adjacent to the project site from all damage and interruption of service. All such damage, etc., shall be repaired at the full and sole expense of the Contractor.

XIII. RELATION TO OTHER CONTRACTORS

The Contractor shall coordinate his work with that of other Contractors on present or future contracts with the Borough, and any differences which may arise between the Contractor and other Contractors of the Borough in regard to their work, will be adjudicated by the Engineer.

In addition, the Contractor shall notify all utility companies prior to commencement of work so that all utilities can be located, marked and reset, if necessary, for the proposed work.

XIV. SUBCONTRACTORS AND CONTROL OF WORK

The Contractor shall not assign this Contract or any part thereof and shall not assign any right to any monies to be paid him thereunder, nor shall he sublet the Contract as a whole, but shall keep the same under his personal control, with the Contractor or his designated representative giving constant personal attention to the prosecution of the work. No portion of the work shall be sublet without the approval of the Engineer, and no subcontractor shall be employed unless in the opinion of the Engineer he is reliable, responsible and competent to do the work in accordance with the Plans and Specifications. The names of all Subcontractors proposed to be used shall be submitted in writing to the Engineer as soon as possible and in ample time before such work is started.

XV. VIOLATION OF CONTRACT

If the Contractor shall abandon the work or, in the opinion of the Engineer, shall neglect or fail to prosecute the work with promptness and diligence; or unreasonably delay the work so that it may not be completed within the contract time; or if he shall neglect or refuse to furnish suitable materials in place of any which may be rejected by the Engineer as unsuitable; or shall refuse or neglect to furnish a sufficiency of properly skilled

workmen and necessary equipment or either; or if he shall execute any of the work improperly, carelessly or in bad faith, and refuse to remove any of the work which, in the opinion of the Engineer, is defective and unsuitable, and to replace it with work that is in accordance with the contract requirements; or if the Contractor shall make default in the performance of any of the terms, conditions and provisions of the Contract; then and in that event the Borough may notify the Contractor in writing to remedy his neglect or default and require said Contractor to comply with the terms, conditions and provisions of the Contract which he is violating. If the said notification be without effect twenty-four (24) hours after delivery thereof, then in that event the Borough shall have the right to declare the Contractor in default and notify him to discontinue all work or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Borough may designate, whereupon the Borough may, by contract or otherwise, as it may determine, complete the work or part thereof and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion the Borough for itself or its Contractors may take possession of and use or cause to be used in the completion of the work or part thereof, any of such materials, equipment, machinery, implements and tools of every description as may be found upon the site of said work.

All expenses incurred under this section may be deducted and paid by the Borough out of any money then due or to become due the Contractor under this Contract, or any part thereof; and in such accounting the Borough shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under this Contract, if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of excess to the Borough upon completion of the work without further demand being made thereafter.

XVI. EXTRA WORK AND WORK CHANGES

- A. The Contractor shall do any extra work required in the proper performance of the work to be done under this Contract, but no claims for such extra work shall be allowed unless such extra work shall have previously been ordered by the Engineer in writing. Claims for extra work shall be presented to the Engineer monthly prior to each current estimate.
- B. The price to be paid for all extra work shall be its actual and necessary direct cost to the Contractor, as determined by the Engineer, plus fifteen (15%) percent on expenditure for labor for the time actually engaged in the work and on the expenditure for materials incorporated in the work. This percentage shall not be allowed to equipment rentals, Social Security and Unemployment Taxes, and direct cost of Liability Insurance; and shall be deemed to cover the cost of

materials used in temporary structures, use of small hand tools, administration, superintendence, losses, damages, risks and profit. Should the contractor sublet any portion of the extra work, payment for that portion will be computed in the same way except that no additional allowance shall be made to cover profit to the Subcontractor.

- C. The Engineer may order, in writing, whatever changes in design or specifications or any part of the work are deemed necessary to carry out and more satisfactorily complete the work under this Contract. If such changes increase the cost of the work to the Contractor, additional compensation will be allowed by the Borough under the above regulations governing extra work. If such changes diminish the cost of the work to the Contractor, such diminished costs may be deducted by the Borough.

The Borough reserves the right after the award of the Contract to eliminate or increase any items deemed advisable provided the total amount eliminated or increased does not exceed 20 percent of the total contract price.

No consequential loss of profit because of work changes or elimination will be allowed the Contractor.

XVII. ESTIMATES AND PAYMENT

- A. Monthly estimates, based on percentage of work completed, shall be prepared by the Contractor during progress of construction and paid by the Borough after approval by the Engineer, on or about the fifteenth of the following month. Monthly estimates shall be computed in accordance with an approved itemized estimate cost breakdown of the work covered by the Contract price, which cost breakdown shall be submitted by the Contractor to the Engineer before the commencement of any work under the Contract.

Monthly estimates may include a reasonable allowance for the value of materials actually fabricated for the work, delivered on the site, and not incorporated in the work, but no allowance will be made for raw materials nor for materials not incorporated into the work unless especially fabricated therefore, nor for the Contractor's plant nor Performance and Labor and Materialman's Bonds. The current estimates are approximate only, and subject to correction in the final estimate. The Borough shall pay the Contractor for the balance of each current estimate while carrying on the work after deducting ten (10%) percent of the estimate which is to be retained until the final estimate is made. All estimates setting forth the amount of the work and the allowance for materials on account of which payment is to be made will be certified to by the Engineer. No interest is to be allowed or paid by the Borough on the ten (10%) percent retained under the provisions of this Contract. Current payment shall not bind the Borough to the acceptance of any materials furnished or work done.

- B. After final inspection and acceptance of the completed work, the Engineer shall make a final estimate of the amount and value of work done and fix the completion date. Within a period of sixty (60) days thereafter, the Borough will pay the entire sum found to be due after deduction of previous payments, and the one-year guarantee, excepting that the Borough may retain so much of said money as the Engineer may deem necessary to insure the settlement of all claims against the Contractor arising out of work performed under this Contract and for which the Contractor is liable.
- C. Neither the Borough, nor any agent, officer, or representative thereof, shall be liable for, or be held to pay, any money to the Contractor, except as herein provided; and the acceptance by the Contractor of the payment provided on the final estimate shall operate as and shall be a release to the Borough, its officers and agents, from all claims and liability to the Contractor for anything done, or furnished for or relating to the work, or for any act of neglect of the Borough or any person relating to or affecting the work.

XVIII. CLEANUP

Upon completion of the work, the Contractor shall remove all debris and excess materials, leaving the site in a clean and presentable condition, acceptable to the Engineer.

XIX. REPAIRS

The repairs required to be made by the Contractor shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

XX. ENVIRONMENTAL PROTECTION

The Contractor must comply with Article 107.28 (Paragraph 1. Control of Noise and Air Pollution) as stated in the "2001 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction".

XXI. ABSENCE OF THE CONTRACTOR

In the absence of the Contractor, he shall at all times have a duly authorized representative on the work, who shall receive and execute all orders given by the Engineer, and such orders so given to and received by the said representative shall be deemed to have been given to and received by the Contractor. Whenever the Contractor or his representative is not present at any place on the site of the work where it may be necessary to give orders or directions, they will be given by the Engineer or his assistants to, and shall be received and promptly obeyed by, the Superintendents or the Foremen to which the order may be given. The Contractor shall furnish in writing to the Engineer the names, positions, residence and business addresses and telephone numbers of two responsible persons who shall be authorized to receive emergency notices and to act on behalf of the Contractor.

XXII. INTOXICATING LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this contract or upon any of the ground occupied by him or his employees.

XXIII. SEWAGE, SURFACE AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, storm, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under this contract.

XXIV. DISCOVERY OF PREHISTORIC ARTIFACTS

When the Contractor's excavating operations encounter prehistoric remains, or artifacts of historical or archeological significance, the operations shall be temporarily discontinued in that area. The Engineer will consult archeological authorities and determine the disposition of the remains or artifacts. The Contractor agrees that he will make no claim for additional payment or for extension of time because of any delays in or alterations of his procedure, due to removal of any such remains or artifacts.

XXV. EQUIPMENT

The Contractor shall use only first-class equipment. Sufficient equipment must be used to permit the work to be completed within the time specified. The equipment used on any portion of the work shall be such that no injury to adjacent property, or highways, will result from its use.

All motor vehicles and equipment will at all times be subject to the inspection of and condemnation by the Engineer, and when so condemned, will not be further used on the work.

All vehicles and equipment shall be stored overnight off the road and away from the site of the work. Provisions for the overnight storage of vehicles and equipment shall be made by the contractor.

XXVI. PRECONSTRUCTION MEETING

A pre-construction meeting shall be held if required by the Borough among the Contractor, the Engineer, and the Superintendent of Public Works.

XXVII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In response to a request for bids or a request for proposals for construction work, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors."). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.

The contractor shall provide written notice to its subcontractors and suppliers 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 the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

RAMSEY SHADE TREE COMMISSION
DETAILED SPECIFICATIONS
FURNISHING AND INSTALLATION OF SHADE TREES

SCOPE. These specifications cover the furnishing and installation of shade trees in the Borough of Ramsey. Bid unit prices shall include the cost of delivery to the Borough.

Delivery and installation of the trees shall be made by the Contractor within fourteen (14) days after notification by the Shade Tree Commission of the Borough of Ramsey.

VARIETIES. Furnishing and installation of nursery-grown specimen Summer Shade Maple, Crimson King Red Maple, October Glory Red Maple, Norway Maple, Armstrong Maple, Sunset Maple, Silver Maple, Amur Maple, American Ash, Little Leaf Linden, Thornless Honey Locust, Shademaster Locust, Seedless Ash, Green Ash, Zelkova, Single Stem Kousa Dogwood, Single Stem Dogwood, Red Oak, White Oak, Hornbeam, Golden Rain, Ginkgo (male only), American Elm, 8-10' Clump Birch, London Plane tree, Poplar, Scholar, Crabapple, Aristocrat Pear, Acer Campestre, Willow Oak, Sweetgum, Kwanzan Cherry, Red Maple, Pin Oak, and Norway Spruce.

SIZE. Trees shall be not less than 3" to 3 ½ " in caliper, measured 12" from the ball, no less than twelve feet high Please note some are 4" in caliper & are so noted with **. Trees shall be well-branched with branches starting not less than five feet from the root system. All trees are to have single, straight main trunk.

QUALITY. Plant material shall be grown under climatic conditions similar to Ramsey for a period of not less than two years immediately prior to installation. Plants shall have the habit of growth that is normal for the species and shall be sound, healthy, vigorous, free from insects, plant diseases and injuries. All plants shall equal or exceed measurements specified, which are the minimum acceptable. No plants shall be pruned or clipped prior to delivery. Trees with damaged bark on the trunk will be rejected. Workmanship that fails to meet the highest standards will not be acceptable.

PLACEMENT. Trees shall be placed in right-of-ways of the Borough of Ramsey. The distance from the curb line and the planting sites shall be determined by the Shade Tree Commission.

UTILITY MARKOUTS. The contractor will be responsible for coordinating utility markouts.

PLANTING. Tree pits shall be circular, with a diameter two feet greater than the spread of the roots. The depth of the pit shall be sufficient to allow for 6" compacted topsoil below the root system of the tree. All backfill is to be sandy loam topsoil. Soil removed from tree pit is to be removed from the site. Prior to backfilling, the contractor must cut

the ropes from the burlap and push back into pit. Backfilling shall be well tamped and watered in twelve inches at a time. To the soil used in backfilling there shall be added plant health care products, i.e., Roots, Bio Plex or equal, applied at the manufacturer's recommendations. After installation a 3 foot saucer rim must be installed around the tree. No trunk barrier of any kind will remain on the tree after it is planted. Any paper will be removed from the tree before planting. Any repairs necessary to irrigation lines because of damage during planting shall be the responsibility of the contractor.

Installed tree shall bear the same relation to finished grade as it bore to the grade at the nursery. If wet soil condition exists, the tree should be planted slightly higher.

MULCHING. Tree pits are to be mulched with 3" of double shredded hardwood mulch. No mulch shall be placed within six inches of the trunk.

PRUNING. Pruning shall be done as directed by the Shade Tree Commission.

STAKING. Trees shall be guyed and wrapped with two Cedar stakes of 3" caliper and plastic ties. The ties should be locked in place on the stakes and not on the trunk of the tree.

4/09