

THE VILLAGE OF RIDGEWOOD
131 North Maple Avenue, Ridgewood, NJ 07450

INFORMAL PROPOSAL FOR

TREE TRIMMING
RIDGEWOOD PARKLAND
CREST ROAD AT THE VIEW

IN THE VILLAGE OF RIDGEWOOD

PROPOSAL RECEIPT

Date: *Monday, April 9, 2018*

Time: *9:00 A.M.*

Place: *3rd Floor Conference Room, Village Hall*
131 North Maple Avenue, Ridgewood, NJ 07450

File No. 18029

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File 18029

NOTICE TO BIDDERS

Informal proposals will be received by the Village of Ridgewood, in the Village Hall Level Three Conference Room, 131 North Maple Avenue, Ridgewood, New Jersey 07450, on **Monday, April 9, 2018 at 9:00 a.m.** prevailing time, and then publicly opened and read aloud for the following project:

**“Tree Trimming Ridgewood Parkland Crest Road at the View,
In the Village of Ridgewood”.**

The principal items of the work of the project include: Trimming trees to provide a view from Crest Road; and other related work for a complete project.

Specifications and bid forms may be obtained by mail from the office of the Division of Engineering, 131 North Maple Avenue, Ridgewood, New Jersey 07450. Documents may be examined or picked up in person between the hours of 8:30 a.m. and 4:30 p.m. at 131 North Maple Avenue, Ridgewood, New Jersey 07450, Monday through Friday. Prospective bidders requesting bid documents be mailed to them shall be responsible for providing their own postage/delivery service remuneration. **No Specifications and/or Proposal forms shall be given out after 4:30 p.m. on Friday, April 6, 2018.**

The contractual obligation of the Village of Ridgewood under this Contract for these items is contingent upon the availability of appropriated funds from which payment for this Contract can be made.

Prices quoted must be net and exclusive of all Federal, State and Local Sales and Excise Taxes. Bids may be submitted in person or by mail prior to the bid opening, addressed to the Office of the Village Clerk. The Village assumes no responsibility for loss or non-delivery of any bid sent to it prior to the Bid opening.

Each bid must be enclosed in a sealed envelope with the name of the bidder thereon and endorsed, "**Tree Trimming Ridgewood Parkland Crest Road at the View in the Village of Ridgewood** " and must be accompanied by the following: a Corporation or Partnership Statement (Schedule C); a Non-Collusion Affidavit (Schedule D); a Statement of Responsibility (Schedule E); and the Disclose of Investment Activities in Iran (Schedule I). Any award or awards may be made at a later or subsequent time or meeting of the Village Council. All required schedules, that is Schedule C, D, E, and I, are required to be submitted on the forms attached to the bid documents. No other forms will be accepted.

The successful bidder shall comply with all applicable provisions of the Prevailing Wage Act, as determined by the New Jersey Department of Labor. All contractors, their subcontractors, and material suppliers shall comply with all applicable provisions of the Public Works Contractor Registration Act, pursuant to Public Law 1999 Chapter 238 and the Contractor Business Registration Program, pursuant to Public Law 2004 Chapter 57. Evidence of satisfactory registrations shall be submitted at the time of the bid. All bids submitted shall contain a copy of the bidder's New Jersey Business Registration Certificate and a copy of the bidder's Certificate of Employee Information Report.

The successful bidder shall furnish and deliver to the Village of Ridgewood policies or Certificates of Insurance required by the Contract.

Proposals submitted by Bidders and/or Bidder's Insurance Company(ies) not chartered in the State of New Jersey, must be accompanied by proper certificate(s) from the Secretary of State, indicating that such Bidders, Bidder's Insurance Company(ies), and/or Surety Company(ies) is (are) authorized to do business in the State of New Jersey. The Village of Ridgewood reserves the right to reject any or all bids, to waive any informalities or to accept a bid, which in its judgment best serves the interest of the Village. No bids may be withdrawn for a period of sixty-days (60) after the date and time set for the opening of bids.

"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). A complete statement as to these requirements is included in the specifications."

By Order of the Village Manager

GENERAL INSTRUCTIONS

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the Village of Ridgewood to retain a Contractor with a sufficiently sized crane to trim the trees obscuring the view to the east from Crest Road in a neat, prompt, and expeditious manner when contracted by the Village. The firm submitting the lowest responsible bid for providing the requested for services shall be awarded the work. The requested for work shall be completed in one (1) day.

The selected contractor shall provide all necessary personnel, supervision, and equipment to provide for the requested for tree trimming services. The Village will remove and dispose of the tree materials trimmed. The Village will provide for one (1) day of Village Police Officer Traffic Control Officers for the work zone

Bidders shall be responsible to carefully examine the proposal pages enclosed herewith as well as the conditions of the proposal. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the proposal as being non-responsive and not meeting specifications.

Sealed Proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No bids will be accepted beyond the time specified.** The Village takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services.

PREPARATION OF BID PROPOSAL

1. Bid Submission

All bids must be submitted on the Proposal forms furnished herein and must be enclosed in a sealed opaque envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

| | | | |
|----------|--|------------|---|
| BY MAIL: | Village of Ridgewood Office of the Village Clerk 131 North Maple Avenue Ridgewood, N.J. 07450 | IN PERSON: | Village of Ridgewood Engineering Division 131 North Maple Avenue Ridgewood, N.J. 07450 |
|----------|--|------------|---|

Proposal for: **Tree Trimming Ridgewood Parkland
Crest Road at the View**

Submitted by: _____
(Name of Bidder)

2. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 9:00 AM
Date: Monday, April 9, 2018

Location:

Village Hall Level Three Conference Room
131 North Maple Avenue, Ridgewood, New Jersey

3. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Proposal, or irregularities of any kind, may be cause for rejection by the Village. Bidders may bid on any or all items or categories in this bid, unless other stipulations are made in the specifications. The bid will be awarded to the highest responsible bidder.

4. Conditional Bids

Conditional bids will not be accepted. Base Bid shall govern award.

5. Time to Award Contract

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within this period.

6. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for sixty (60) days thereafter. The written request shall be signed by the bidder.

7. Comparison of Bid Prices

Prices must be submitted in words and in figures. In case of variance, the price in words shall prevail. The Village reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total and the presumption that the price in words is the true intent of the bidder. The prices bid shall cover the cost of supplying all necessary materials together with all special equipment and tools. It shall include the cost of insurance, bond, and other charges incidental to the work or delivery.

8. Tax Exemption

Prices quoted in all bids shall include delivery (FOB destination) and be exclusive of all Federal, State or Local Taxes, from which the Village is exempt.

9. Term of Contract

When work is requested under this proposal, it is to be performed immediately until such time the requested for work has been completed, but no longer than 30 calendar days from the issuance of a "Notice to Proceed" by the Village.

10. Right to Reject Bids

The Village reserves the right to reject any and all bids, to award in whole or in part, to waive immaterial defect or informality in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Village to do so.

11. Operational Requirements

The selected Contractor shall employ readily recognizable staff and the proper equipment to perform

the requested for tree trimming at the Crest Road View:

- The Village will establish a vertical datum control point on the sidewalk on Crest Road from which the horizontal datum, 5.5-feet above the said point shall be used as the horizontal datum to trim the listed trees to. Tree trimming will be monitored by the Village's Engineering Division.
- The selected Contractor shall adequately staff their operations so as to complete the designated work in one (1) work day, and within 30 days of the issuance of a "Notice to Proceed" by the Village.
- The Village of Ridgewood will provide two (2) Village Police Department Traffic Control Officers for one (1) day of tree work at the site.
- The Village's Parks Department will chip and dispose of the tree portions removed by the contractor and deposited on Crest Road.
- The trimming operations shall exercise care so as to not deposit any tree trimmings on the neighboring properties.
- The tree trimming is to be done utilizing a crane to remove the portions of the trees designated for removal and depositing them on Crest Road for the Parks Department to chip and dispose of.

12. Right to Change Quantities

The Village of Ridgewood reserves the right to increase or decrease the specified quantities or to substitute locations other than those designated or to omit part of the project for legal reasons or where, in the opinion of the Engineer, the work necessary to make the desired repairs.

If any part is so withdrawn by the Village of Ridgewood, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the work contemplated, or for work done prior to his having been authorized to proceed therewith.

13. U.S. Manufactured Products

In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available and applicable, shall be used in connection with this Contract.

14. Return of Proposal Guarantee - **NOT APPLICABLE**

The Proposal guarantee of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Saturdays, Sundays, and Holidays excepted. The Proposal guarantee of the remaining unsuccessful bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

15. Use of Proposal Guarantee as Liquidated Damages - **NOT APPLICABLE**

All deposits made with bids hereon shall be returned to the person making the same as soon as the three lowest responsible bidders are selected (except those deposits made by the lowest responsible bidders) but, in any event, within thirty days after receipt of bids. If the bidder to whom the award is

made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within fourteen (14) days, the award shall be vacated and the deposit forfeited as liquidated damages.

16. Required Signatures

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the Proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

17. Technical Questions

Any technical questions should be addressed to:

Christopher J. Rutishauser, P.E. Village Engineer/Director of Public Works
131 North Maple Street, Ridgewood, New Jersey 07450
Telephone (201) 670-5500, extension 239
Email: crutishauser@ridgewoodnj.net

PROPOSAL REVIEW CRITERIA

1. Qualifications of Bidder

The Village reserves the right to make such investigations as it deems necessary to determine and confirm the ability of a bidder to perform the work satisfactorily and safely, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

REQUIRED FORMS TO BE SUBMITTED WITH BID

1. Consent of Surety Form – (Schedule A) - NOT APPLICABLE

Each proposal shall be accompanied by a Consent of Surety from an approved surety company licensed to conduct business in the State of New Jersey, agreeing to furnish the required performance bond upon award of the Contract. Proposals submitted without Consent of Surety shall be rejected for lack thereof. The Consent of Surety shall be in the form attached hereto as Schedule A. *No other form is acceptable to the Village.*

2. Proposal Guarantee - (Bid Bond - Schedule B) – NOT APPLICABLE
Each Proposal shall be accompanied by a certified check, cashier's check or Schedule B duly executed by the Bidder as principal. In the event a bid bond is utilized, a surety company licensed to do business in the State of New Jersey shall execute same. The certified check, cashier's check or bid bond shall be drawn to the Village of Ridgewood for \$1,000.00. In the event a Bid Bond is utilized, the form attached hereto and made a part hereof as Schedule B shall be utilized. No other form is acceptable. The certified check, cashier's check or bid bond will be held by the Village as a guarantee, that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be executed and its performance duly secured by the required performance surety bonds. ***No other form is acceptable to the Village.***

3. Statement of Ownership Form - (Schedule C)
In accordance with P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached Schedule C to comply with this requirement. ***No other form is acceptable to the Village.***

4. Non-Collusion Affidavit Form - (Schedule D)
Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto as Schedule D. ***No other form is acceptable to the Village.***

5. Statement of Responsibility - (Schedule E)
The Village of Ridgewood shall make such investigations as it deems necessary to determine the ability and competency of the bidder to perform the work. The bidder shall furnish evidence satisfactory to the Village of Ridgewood that he has the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract and specifications by completing the enclosed Statement of Responsibility. ***No other form is acceptable to the Village.***

6. Certificate of Bidder Showing Ability to Perform Contract
In the case of Bidders, Insurance Companies and/or Surety Companies not chartered in the State of New Jersey, the Proposal must be accompanied by proper certification from the Secretary of State, indicating that such individuals, partnerships, and/or corporations are licensed to do business in the State of New Jersey.

7. Proposal Form

Bids submitted on a form other than the Proposal Form provided herein shall be rejected.

8. Disclosure of Investment Activities in Iran (Schedule I)

All bidders must complete and submit a Schedule I. Failure to do so will render a bid submitted unresponsive and cause it to be discarded. Please refer to N.J.S.A. 52-32:55 et seq.

9. Business Registration Certificate

Any proposal received by the Village of Ridgewood without a copy of the vendor's valid New Jersey Business Registration Certificate will be deemed incomplete, unresponsive, and rejected.

REQUIRED INSURANCE

INSURANCE COVERAGE AND RELATED PROVISIONS REQUIRED

The provisions of this section are mandatory and the format set forth herein is required to be adhered to.

A Certificate of Insurance evidencing comprehensive general liability, automobile liability, worker's compensation and employer's liability insurance is required.

The Certificate shall provide that the Village of Ridgewood, 131 North Maple Avenue, Ridgewood, New Jersey 07450, Attn: Village Manager, receives thirty (30) days advance written notice by certified mail/return receipt requested, of any policy cancellation for any reason or any material change in the policies or coverage set forth in the Certificate.

The Certificate of Insurance and coverage is to be provided by insurance companies:

- (A) licensed in the State of New Jersey; and
- (B) having an AM Best's rating of at least "A".

The certificates are also required to state that all insurance coverage shown thereon is primary and not contributing to any insurance maintained by the Village of Ridgewood.

The Certificates shall evidence the following coverage and limits of insurance.

Comprehensive General Liability (Occurrence Form) with a Combined Single Limit for Bodily Injury, Personal Injury and Property Damage of \$3,000,000.00 per occurrence and aggregate,

where applicable. The Limit may be provided through a combination of Primary and Umbrella/Excess Liability Policies. This Insurance to include:

- (A) Premises – Operations Coverage
- (B) Personal Injury Liability Coverage (Contractual Exclusion deleted)
- (C) Products – Completed Operations Coverage
- (D) Independent Contractor Coverage
- (E) Contractual Coverage for obligations of Hold Harmless and Indemnification Provision
- (F) Broad Form Property Damage Coverage
- (G) XCU Hazards, if applicable
- (H) The Village of Ridgewood, its Officials, Officers, Employees and Volunteers are an Additional Insured.
- (I) The policy(s) provided shall provide for written notification to the Village of Ridgewood if the policy(s) are cancelled or materially changed after the issuance of the certificate of insurance to the Village.

The Certificate of Insurance shall state that the Village of Ridgewood has been added as an additional insured to the policies shown on the certificate.

The aforementioned terminology concerning aggregate limits may be left in the Certificate of Insurance, if the Certificate is accompanied by a letter stating that there have been no reductions because of paid claims or if there have been reductions by paid claims, that they be stated and not substantially affect the coverage.

No other terminology is acceptable.

PERFORMANCE OF CONTRACT

Equal Employment Opportunity Compliance

1. During the performance of this contract, the contractor agrees to comply with the requirements in Exhibit B, for actions they are applicable for:
2. Requirements Under Right to Know Act
As required by the Workers' Right-to-Know Act, material safety data sheets must be submitted with signed Contract Documents, where applicable. Data sheets on the polymer the plant uses are available upon request.

3. Prevailing Wage and Labor Laws

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be adhered to by the successful bidder where applicable to the work of this contract.



(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) , N.J.A.C. 17:27
CONSTRUCTION CONTRACTS
(continued)

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) , N.J.A.C. 17:27
CONSTRUCTION CONTRACTS
(continued)

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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




EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) , N.J.A.C. 17:27
CONSTRUCTION CONTRACTS
(continued)

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

SCHEDULE C
STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Legal Name of Business: _____

Incorporated: _____

Address of Business: _____

Email Address: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any

person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent

or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

STATEMENT OF RESPONSIBILITY (Schedule E)

1. Previous work of similar nature completed within the past five years.

A. Owner _____ Telephone _____
Business Address _____
Type of Work _____
Contract Price \$ _____ Extra Work Required _____
Approx. Date of Contract Award _____ Approx. Date of Completion _____
Name/Address/Telephone of Owner's Engineer or Superintendent _____
Email Address: _____

B. Owner _____ Telephone _____
Business Address _____
Type of Work _____
Contract Price \$ _____ Extra Work Required _____
Approx. Date of Contract Award _____ Approx. Date of Completion _____
Name/Address/Telephone of Owner's Engineer or Superintendent _____
Email Address: _____

C. Owner _____ Telephone _____
Business Address _____
Type of Work _____
Contract Price \$ _____ Extra Work Required _____

Approx. Date of Contract Award _____

Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent

Email Address: _____

2. Total approximate volume of work of similar nature completed within the past five years. \$ _____

3. List of equipment required for this job which you now own.

4. General Business Reference. (List two or three.)

| Name | Address | Phone No./Email Address |
|-------|---------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

5. Bank Reference:

| Name | Address | Phone No. |
|-------|---------|-----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. Number of permanently employed persons in your organization. _____

7. Do you intend to sublet any portion of the work? _____

If so, state type of work to be sublet and the name, address, telephone number of each subcontractor.

| Name | Address | Phone No./Email Address | Type of Work |
|-------|---------|-------------------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with the Village of Ridgewood to make available to the maker the plans, contract documents for bidding purposes; and no rights, causes, claims at law or in equity shall arise on behalf of the maker against the Village of Ridgewood for any use made thereof by the Village of Ridgewood including the refusal to the maker of the right to bid said work.

(Signature & Business Address of Bidder)

Email Address: _____

Telephone No.: _____

Dated _____ 201__

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT
PURSUANT TO N.J.S.A. 40A:11-20**

The undersigned bidder hereby certifies to the Village of Ridgewood that they own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, attached hereto is a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed _____

Date _____

Revised April 5, 2011

Schedule I

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN **PART A**

BIDDER/PROPOSER MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL
NON-RESPONSIVE.**

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities

in Iran outlined above by completing the information below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

1. Name and Address: _____
2. Relationship to Bidder/Vendor: _____
3. Duration of Engagement: _____
4. Cessation of Activity: _____
5. Bidder/Vendor: _____
6. Bidder/Vendor Contact Name: _____
7. Bidder/Vendor Contact Phone Number _____

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3.

ALL BIDDERS/PROPOSERS MUST COMPLETE THE CERTIFICATION BELOW

CERTIFICATION

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

1. Full Name (Print): _____
2. Date: _____
3. Signature: _____
4. Title: _____
5. Bidder/Vendor: _____
6. Bidder/Vendor Phone Number and/or Contact Information: _____

**VILLAGE OF RIDGEWOOD
BERGEN COUNTY, NEW JERSEY**

**INFORMAL PROPOSAL
FOR
TREE TRIMMING RIDGEWOOD PARKLAND
CREST ROAD AT THE VIEW
IN THE
VILLAGE OF RIDGEWOOD**

Gentlemen: The undersigned declare(s) that they have (he/she has) carefully examined the Schedule of Prices, the location photograph plan with identified trees, and descriptions of the work desired to be done described above, and that they (he/she) will contract to carry out and complete said project as specified and described at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the TOTAL PRICE stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control the awarding of the Contract. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as necessary.

_____ Hereby offer(s) to do the work at the following prices:
(Name of Bidder)

SCHEDULE OF PRICES

| ITEM NO. | ITEM NAME | UNIT | QUANTITY | TOTAL PRICE |
|----------|---|------|----------|-------------|
| | General Conditions | | | |
| 1 | General Conditions: Mobilization/Demobilization as necessary. To include: Project Insurance, Project Supervision. | L.S. | 1 | |
| | Tree Trimming Work | | | |
| 2 | For the below listed trees, shown on the attached plan, trim all growth above a horizontal line established 5.5-feet vertically up from a point on the Crest Road sidewalk. Work to include supplying all necessary labor, supervision, and equipment to remove all vegetation and wood, depositing same where the Village Parks Department can chip and remove the material. Tree "A" Deciduous: A 30-inch diameter deciduous tree. Tree "B" Deciduous: A 24-inch diameter twin leader deciduous tree. Tree "C" Deciduous: A 36-inch diameter deciduous tree. Tree "D" Conifer: A 12-inch diameter conifer tree. Tree "E" Conifer: A 12-inch diameter conifer tree. Tree "F" Conifer: A 10-inch diameter conifer tree. Tree "G" Conifer: A 16-inch diameter conifer tree. Tree "H" Deciduous: A 12-inch diameter twin leader deciduous tree with vines. <u>Tree "I" Deciduous:</u> A 8-inch diameter deciduous tree with vines. | L.S. | 1 | |

Total Amount Bid (numbers).\$ _____

Total Amount Bid (words) _____.

The undersigned is:

(a Partnership)

(a Corporation) under the laws of the State of:

(an Individual) under the laws of the State of:

having principal offices at: _____

(Signature) _____

Title

(Date) _____

The Village of Ridgewood shall pay the Contractor in current funds for the Contractor's performance of the above described scope of work, the Contract Sum of no more than \$ _____ under this contract, subject to any additions and deductions as provided for in the Contract Documents.

2. Contract Duration

WITNESSETH that the Contractor has agreed and by these presents does agree with the Village of Ridgewood for the prices bid in the Proposal, annexed hereto and made a part hereof and upon the guarantee expressed under the bond annexed hereto, for award of the work of **Tree Trimming Ridgewood Parkland Crest Road 2018 in the Village of Ridgewood**, New Jersey 07450, inclusive, commencing such work within ten (10) calendar days from the date of the issuance of the written "Notice to Proceed" for the work and substantially **completing the same within one (1) day**, all to the satisfaction and acceptance of the Village of Ridgewood, in conformity with the requirements set forth in the Contract Documents annexed hereto, and made a part hereof, with the same effect as if set forth in the advertisement.

The Contractor represents that it has inspected the locations of the work of this contract, and has satisfied itself as to the conditions thereof and that the price bid and accepted is just and reasonable compensation for all the work including all foreseen or unforeseen, foreseeable or unforeseeable risks, hazards, and difficulties in connection with the delivery of the **Tree Trimming Ridgewood Parkland Crest Road in the Village of Ridgewood** therewith. The Contractor assumes all responsibility for site conditions for the performance of the project.

3. Contract Completion and Liquidated Damages

The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall do all of the work in one (1) day, scheduling the same with the Village and the Village Police Department (for Traffic Control Officers), commencing such work within ten (10) calendar days from the date of the issuance of the written "Notice to Proceed" for the work. The Contractor shall substantially complete the whole of said work in accordance with the aforesaid Contract Documents, Plans, and/or Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting more than fifty percent (50%) thereof, unless otherwise approved by the Village of Ridgewood, **within one (1) day**.

Time is of the essence in the performance of this contract. In the event of default by the contractor in not completing the work within one (1) day, , the Contractor shall pay to the Village of Ridgewood an amount equal to TWO HUNDRED DOLLARS (\$200.00) for each and every day (Saturdays, Sundays, and legal holidays excepted) the work is not completed, plus the cost for any and all Village of Ridgewood Police Department Traffic Control

Officers required. Delay in performance under this Contract shall cause damage to the Village in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Village's right to pursue any and all available remedies in law and in equity against the Contractor.

4. Contract Sum

The Contractor agrees to provide the work of the Award of the specified the **Tree Trimming Ridgewood Parkland Crest Road in the Village of Ridgewood** project awarded it in Village Council Resolution No. 18- _____, as specified in the Contract Documents in accordance with the terms of Contractor's bid proposal and the Village's Notice of Award, not to exceed the Village's award of \$ _____ Amount

5. Hold Harmless Agreement

The Contractor agrees to make payment of all proper charges for labor and materials required in the execution of the aforementioned work, and indemnify and save harmless the Village and its officers, against and from all suits and costs of every description, including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, and from all damages which may be brought against the Village or any of its officers, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective materials used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

The Contractor or their agents shall have the option to close roads for the installation of the decorative crosswalk materials to expedite the work, while protecting the general public.

6. Progress Payments to Contractor

Based upon Applications for Payments submitted to the Village, the Village shall make periodic progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the pursuant to P.L. 1999, Chapter 133 and P.L. 2006, Chapter 96, codified at N.J.S.A. 2A:30A-1 et seq.

The period covered by each Application for Payment shall be in accordance with the annual check writing and submittal cutoff schedule issued by the Village's Finance Department. All applications for payments shall be submitted to Division of Engineering twenty (20) calendar days prior to the scheduled cutoff date for review. That date of submittal shall be deemed the billing date. Each application shall have the requisite certified payrolls attached for personnel working on the project (as required by Public Contracting laws). The Division of Engineering responsible for this Contract shall have 20 calendar days from the billing date to

approve and certify the application for payment or provide a written statement to the Contractor of any amounts withheld from the periodic progress payment and the reasons therefore.

All approved periodic progress payments amounts will then be paid within 30 calendar days of the billing date. Any payments not made promptly by the Village of Ridgewood, shall entitle the Contractor to seek interest charges in accordance with N.J.S.A. 2A:30A-2(c).

All periodic progress payments for work completed submitted for payment shall have a retainage of 2% (two percent) withheld from them. Upon the Contractor's application for substantial completion of the work, the Village will prepare a list of "incomplete or deficient items" of the Contract. The Village shall assign a value to the items on the list of incomplete or deficient items, withholding that sum from the monies of the retainage. Remaining funds will be paid to the Contractor in accordance with the above described schedule for periodic payments. Withheld funds will be paid to the Contractor upon satisfactory resolution of the incomplete or deficient items.

Each application for payment shall be based upon the schedule of values submitted by the contractor in accordance with the Contract Documents.

7. Contract Dispute Resolution

In the event of a dispute regarding this Contract, the dispute shall be submitted to the Alternative Dispute Resolution (ADR) procedure, in accordance with N.J.S.A. 40A:11-50. ADR shall not apply to disputes concerning the bid solicitation or award process.

N.J.S.A. 2A:30A-2(d) permits any Contractor not paid, after providing seven (7) calendar days written notice to the Village Engineer or his duly authorized representative of the Village, to suspend performance of the Contract without penalty for breach or contract but only until payment is made, if payment had not been made; or if the Contractor is not provided a written statement of the amount withheld; or the Village is not engaged in a good faith effort to resolve the reason for the withholding.

For transportation projects receiving Federal funding, the exemptions in N.J.S.A. 27:1B-3 shall apply.

8. Contract Documents

The Contract Documents, as defined in the General Instructions, are incorporated herein and made a part hereof by reference. The Contract Documents represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

9. Affirmative Action Regulations

The Contractor specifically agrees to comply with the requirements in Exhibit B, following.
(REVISED 9/07)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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 workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the 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'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 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 to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) 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 & 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 (NJAC 17:27)**.

10. Public Bid Law Requirements

All contractors and subcontractors supplying goods or performing services related to this contract shall adhere to the requirements of N.J.S.A. 52:32-44. The following items shall be complied with:

The following is required for all contractors and subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of State of New Jersey business registration.
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file.
3. Prior to receipt of final payment from the Village of Ridgewood, a contractor must submit to the Village of Ridgewood an accurate list of all subcontractors and suppliers or attest that none was used.
4. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

For additional information regarding the above requirements, contractors can call (609) 292-9292.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

VILLAGE OF RIDGEWOOD

Heather A. Mailander, CMC, RMC, MMC
Village Clerk
(Seal)

By: _____
Heather A. Mailander, Village Manager

By: _____
Susan Knudson, Mayor

And

("Contractor")

By: _____
(Company Name)

Secretary/Treasurer
(Corp Seal)

By: _____
Signature of Principal