

BID PROPOSAL

DOCUMENTS

Specification for Jersey City Tree Planting 2020

TABLE OF CONTENTS

I.	Notice to Bidders	4
II.	Information to Bidders	5
	1. Contract Documents	
	2. Intent of Contract	
	3. Familiarity with Work	
	4. Interpretations or Addenda	
	5. Bid Documents	
	6. Bid Guarantee	
	7. Withdrawal of Bid	
	8. Causes of Rejection	
	9. Return of Bid Guarantees	
	10. Award of Contract	
	11. Bid for Unit Prices Contract	
	12. Time for Executing Contract & Liquidated Damages for Failure to Enter into Contract	
	13. Certificate of Insurance	
	14. Estimated Quantities and Unit Prices	
	15. Changes – Extra Work	
	16. Substitution	
	17. Responsibility for Materials	
	18. Laws, Ordinances & Regulations	
	19. Provisions Required by Law Deemed Inserted	
	20. Insurance	
	21. Indemnity	
	22. Prevailing Rate of Wages on Public Contracts	
	23. City of Jersey City Lobbyist Disclosure Ordinance	
III.	General Conditions	14
	1. Public Safety and Convenience	
	2. Accident Prevention	
	3. Property Damage	
	4. Patents	
	5. Materials	
	6. Samples, Certificates and Tests	
	7. Inspection	
	8. Contractor’s Title to Materials	
	9. Assignment or Novation	
	10. Ordering and Delivery of Materials	
	11. Delivery Hours	
	12. Payments	
	13. Stated Allowances	
	14. Acceptance of Partial Payments as Release	

	15. Right of the City to Declare Contractor in Default	
	16. Compliance with The Equal Opportunity/ Affirmative Action	
	17. American with Disabilities Act of 1990	
	18. Compliance with The Business Registration Certification	
IV.	Schedule of Submittals	20
V.	Bid Proposal Documents	22
	Bid Proposal Checklist	
	Scope of Work	
	Bid Quote Work Sheet	
	Total Contract Bid Calculation Sheet	
	Office of Equal Opportunity	Reference back
VI.	Affirmative Action Requirements/Forms	of book

NOTICE TO BIDDERS

Sealed bid proposals will be received, opened and read in public by the Acting Purchasing Agent at 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307 at 11:00 a.m. on June 9, 2020.
Prevailing time, or as soon thereafter as the matter can be reached, for the:

Specification for City-Wide Tree Planting

Questions by prospective bidders concerning this bid must be done on-line at www.bidsync.com.

Contract Documents, Specifications, and Bid Forms may be downloaded by going on-line to www.bidsync.com. Bid Plans/Drawings (if any) may be obtained at the Office of the Acting Director of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307, (201)-547-4439 or (201)-547-5155.

Prospective bidders must download bid specifications and all addenda from www.Bidsync.com. Failure to download bid specifications and acknowledge receipt of addenda shall result in bid rejection.

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. Full requirements of the Equal Employment Opportunity and Affirmative Action Programs are incorporated herein by reference and may be obtained with Proposal Form. Bidders are also required to comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) percent of the Bid not to exceed \$20,000.00.

Each Bidder shall submit with his proposal the required submittals listed in the Schedule of Required Submittals.

COVID-19 ADVISORY - ONLINE BID RECEPTIONS/PURCHASING LOCKBOX

In an effort to adhere to social distancing protocols and best practices imposed by City and State authorities, the City of Jersey City has canceled all public meetings and closed non-essential services as of March 16, 2020 until further notice. As a result, all bid receptions will be held virtually as video conferences with public access. Links to the online bid receptions appear on the City of Jersey City website at:
https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid_openings

Bids may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service to a dedicated lockbox located in the lobby of 394 Central Avenue, Jersey City. Mail bids to: Raquel Tosado, Acting Purchasing Agent, QPA, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307. Proposals forwarded by facsimile or e-mail will not be accepted. Bids sent by mail or courier service must be received by the Acting Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception or no later than 11:00 A.M. on the day of the bid reception. Mail/Courier services need to be instructed to hand deliver bid proposals to the dedicated lockbox. Office hours Monday thru Friday 9:00 am to 4:00pm. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Acting Purchasing Agent. Bid proposals must comply with specifications. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

The Acting Purchasing Agent reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the best interest of the City to do so.

Once the Governor's Executive Order on social distancing, and the Mayor's emergency restrictions are lifted, the City will revert back to its normal bid opening procedures at the Purchasing Division; if this reversion becomes applicable to this bid, all vendors will be notified by issuing an addendum.

Raquel Tosado
Acting Director of Purchasing

Insert dates:
May 19 and May 21, 2020

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract consists of the following document

- Information to Bidder
- General Conditions
- Technical Specifications
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the contract booklet.

Throughout the Contract Document, the term City shall mean the City of Jersey City, the term Bidder, shall mean a party submitting a bid in response to the City's Notice to Bidders. The term Supplier shall mean the lowest responsible Bidder awarded a contract by the City.

Notice to Bidders shall mean the published newspaper advertisement soliciting bids.

Bid shall mean the completed Bid Proposal with attached executed bid documents, bound in the Contract Book.

Supplier or Contractor shall mean the Bidder that is awarded a contract by the City.

Business Registration Certificate issued by the state of New Jersey Department of Treasury pursuant to P.L. 2004, c. 57

Cash allowance shall mean a sum included in the contract that covers items under Auxiliary Materials in the Technical Specifications and materials not embraced in the Technical Specifications.

2. INTENT OF CONTRACT:

Under this contract, the bidder shall furnish all materials, equipment, and tools in strict accordance with the contract. The intent of the Contract is to obtain material satisfactory to the City. It shall be understood that the Bidder has satisfied himself as to the full requirements of the Contract and has based his Bid Proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to fully read and examine the Contract Documents to consider fully all other matters which can in any way affect the work under the Contract, and he/she agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the delivery site(s), etc. The Bidder agrees that he/she will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract, on his/her part, or of any failure to fully acquaint himself/herself with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent via Bid Sync at www.bidsync.com No oral

interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least ten (10) calendar days prior to the date fixed for the opening of bids, to allow the Purchasing Agent to issue an Addendum prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the City's Purchasing Agent who shall give Each Bidder or his/her representative presents an opportunity to withdraw his/her bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the contract documents.

5. SUBMITTING BID:

Each Bid must be submitted on the prescribed Bid Proposal form, which shall not be removed from the Contract Book. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her mailing address shall be stated and he/she shall sign the Bid when made by a firm or partnership its name and address shall be stated, and the Bid shall be signed by one or more of the partners when made by a corporation, its name and principal Post Office Address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases.

Bids may be submitted in person, or may be sent U.S. Certified mail return receipt requested, or may be sent by private courier services. **Mail bids to: Raquel Tosado, Acting Purchasing Agent, 394 Central Avenue, 3rd Floor, Jersey City, New Jersey 07307.**

Bids sent by mail must be received by the Director no later than 4:00 p.m. of the last City business day before the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of the bid sent by mail or courier service. Bid must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with the specifications in the Notice to Bidders, bids will be publicly opened and read aloud on the date, place, and time set and stated in the notice to bidders.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Proposal shall include but not be limited to the following:

- * 1. Certificate of Experience of General Contractor
- * 2. Plant and Equipment Questionnaire of General Contractor
- 3. Non-Collusion Affidavit
- * 4. Statement of Ownership Disclosure
- 5. Disclosure of Investment Activities in Iran
- * 6. Bid Guarantee
- 7. Equality Information on Substituted Items
- 8. Exhibit B: Mandatory Equal Employment Opportunity Language for Construction Contracts

9. Supplier Diversity Bidder Questionnaire
10. Certificate of Contractor's Registration issued by the State of N.J. Department of Labor pursuant to L.1999, c. 238
11. Business Registration Certificate issued by the State of New Jersey Department of the Treasury Pursuant of P.L. 2004, c. 57
- *12. Written acknowledgment of addendum (if issued)
- *13. Supplier's Qualification Statement

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

7. BID GUARANTEE:

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract.

The Bidder's bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

8. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Contract prior to the opening of any bid for that Contract.

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request the withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material or both, from the final bid computation.

A Bidder claiming a mistake under N.J.S.A.40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to: Raquel Tosado, Acting Purchasing Agent, 394 Central Avenue, Third Floor, Jersey City New Jersey 07307. The Bidder must withdraw a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark, the Acting Purchasing Agent may contact all Bidders, after bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The City will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids.

9. CAUSES FOR REJECTION:

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected. In addition, causes for rejection of Bids may include, but not be limited to the following:

- A. if prices are obviously unbalanced,
- B. if received from Bidders who previously performed work in an unsatisfactory manner,
- C. if the Purchasing Agent, at his/her sole discretion, deems it advisable to do so in the best interest of the City of Jersey City,
- D. if conditions, limitations or provisions are attached by a Bidder to his/her Bid, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed.
- E. if the Bidder does not own sufficient or satisfactory equipment to perform the work

10. RETURN OF BID GUARANTEES:

The Bid Guarantees of all except the apparent three (3) lowest responsible Bidders for the Contract will be returned within ten (10) working days after the opening of bids. The returned bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the bid guarantees of the remaining unsuccessful Bidders will be returned.

Upon execution of the contract by the successful Bidder, and the receipt of the certificate of insurance, the bid guarantee of the lowest Bidder will be returned.

No interest will be paid on any form of bid guarantee.

11. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Bid complies with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the contract will be announced by the Municipal Council of the City of Jersey City.

12. BID FOR UNIT PRICES CONTRACT:

The Bidder shall state on the Bid Proposal form, the price per unit of measure for each scheduled item, and the total price for the performance of the entire contract, as determined by multiplying each estimated quantity by the price per unit, and adding together the resulting amount

The City will make the Contract award on a lump sum basis. For the purpose of comparison of bids received, the Grand Total Price stated in the Bid Proposal will be considered the amount bid for the contract and award will be made to the lowest responsible Bidder. Any Bid Proposals not containing prices for all items will be rejected. If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

The Purchasing Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the City.

The Municipal Council will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of contract will be a notice in writing signed by the Purchasing Agent.

13. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any Bidder whose Bid is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory insurance certificates to the City of Jersey City within ten (10) days after notice of acceptance.

The successful Bidder, upon his failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

The damages to the City of Jersey City for breach as above provided include the loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the bid of such Bidder shall be retained by the City of Jersey City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose bid has been accepted shall fail, refuse or resist to execute the contract as hereinbefore provided, the Municipal Council at its option, may determine that such Bidder has abandoned the Contract and thereupon his/her bid and the acceptance thereof shall be null and void, and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City of Jersey City. Any materials delivered prior to said execution of contract shall be at the Bidder's risk.

14. CERTIFICATE OF INSURANCE:

The Supplier shall also supply to the City, at the time the Contract is signed by the Supplier, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Supplier during the life of the contract. The City of Jersey City shall be named as an additional insured on Certificate.

15. ESTIMATED QUANTITIES AND UNIT

The Unit Price bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of bids. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

16. CHANGES – EXTRA WORK:

The City, through the Department of Public Works Director or representative, may at any time desire changes in either the quantity or the quality of materials to be performed or furnished. These changes may be such as to

either increase quantities specified or may call for extra materials not contemplated in the original "Schedule of Prices" in the Bid Proposal.

When the extra material(s) is of a kind not embraced in the Bid Proposal, the Supplier shall be furnished a written order signed by the Department of Public Works Director and approved by the Municipal Council. Said order shall state the extra material to be supplied and the amount to be paid therefore.

The price stated in this written order representing the same to be added to the contract amount shall be determined as follows:

- 1) By such applicable unit prices, if any, as are set forth in the contract: or
- 2) If no such unit prices are set forth, then by a unit price mutually agreed upon by the City and the Supplier;
or
- 3) If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no conditions of this contract shall prevent the City from seeking Bid proposals from other suppliers.

Under no circumstances shall the Supplier perform work in excess of the quantities delineated in the Bid Proposal without a written Change Order issued by the Department of Public Works Director or representative after receiving the approval of the Municipal Council. The City shall not be liable for any claims for work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Supplier that any delays necessary to institute a Change Order, resolved by the City Council will not be a basis for claims for additional compensation.

17. SUBSTITUTIONS:

Each Bidder represents that his/her Bid is based upon the materials and equipment described in the contract documents. Where materials are specified by a trade name or manufacturer's model or catalog number, the named product shall be construed to read: "or equivalent". If a Bidder substitutes any material other than those named in the contract documents, such material shall be equivalent in all respects to the named products specified. The burden of submitting adequate information to prove the equivalency of substituted materials shall be the responsibility of the Supplier. All information necessary to prove equivalency of substituted materials must be included with the Bid submitted at the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute; physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data guarantee and other properties.

Where a Bidder substitutes material, he/she shall submit two samples of materials specified and two samples of material considered by the Bidder to be an equivalent, along with technical information on each. Where a Bidder's information on a product is insufficient to determine "equivalency", laboratory tests will be required. A private laboratory will be selected by the Purchase Agent to conduct the test, the cost of which will be paid by the Bidder regardless of the test result. The Bidder shall substantiate in writing by economic analysis, that items offered as equivalents will cause no addition in maintenance, fuel or utility cost over the items shown or specified and have an equal life expectancy. If after review of all submitted material, the substitution is deemed not an equivalent, the bid will be rejected.

All materials, equipment and assemblies shall be accompanied by manufacturer's instructions pertaining to installation, use and maintenance as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All materials shall be used in strict accordance with manufacturer's instruction, which will include instructions for appropriate reconditioning of existing or previously applied materials in a manner that will provide conditions to ensure satisfactory completed work.

18. RESPONSIBILITY FOR MATERIALS:

The Supplier assumes full responsibility for materials and equipment supplied and agrees to make no claim against the City of Jersey City for damages to such materials and equipment from any cause whatsoever, until its final acceptance. The provisions of the foregoing paragraph shall not be a waiver of the Supplier's guarantee to replace defective work and materials during the maintenance period after date of acceptance. The Supplier shall make good all material damaged or destroyed before the final acceptance, the cost thereof shall be included in the prices bid for the various items scheduled in the Bid Proposal.

19. LAWS ORDINANCES & REGULATIONS:

The Supplier must secure all insurances, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The Supplier shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract. The Supplier shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He/She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

21. INSURANCE:

Certificates of General Liability and Workmen's Compensation Insurance satisfactory to the City shall be filed with the City at the time the contract is signed.

The Supplier shall not commence work under the Contract or under any special condition until he/she has obtained all insurance as required under the following sub-paragraphs, and until such insurances have been approved by the City.

The Supplier shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his/her employees or any other persons involved in the execution of this contract. The Supplier shall obtain and keep in force during the term of the Contract, General Liability and Property Damage Insurance with companies and in a form to be approved by the City. Said insurance shall provide coverage to the Supplier, any subcontractor performing work provided by this Contract, and the City. The City of Jersey City, its officers, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise

from any act or omission of the City, the Supplier or the subcontractor or by anyone directly or indirectly employed by either of them.

The minimum policy limits of such insurance shall be as follows:

- A. General Liability on an occurrence form with project -specific limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and including coverage for products & completed operations. Evidence of EXCU coverage should be addressed in the certificate of insurance.
- B. Automobile Liability in the amount of \$1,000,000 combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contact work. Also, required are Endorsements MCS-90 and CA-9948 Pollution Liability – broadened coverage for covered autos.
- C. Workers' Compensation coverage with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- D. Excess Liability coverage on a follow-form basis and coverage terms at least as broad as the underlying policies with limits of no less than \$1,000,000 per occurrence and in aggregate (any combination of primary and excess liability limits may be used to achieve the total \$2,000,000 per occurrence limit). Excess Liability coverage to include all of the following as underlying- General Liability, Auto Liability, and Employee's Liability.
- E. Contractors Errors & Omissions covering as insured the Contractor with not less than \$2,000,000.00 limit of liability per occurrence and in aggregate.
- F. Contractor must maintain Errors & Omissions, with coverage retroactive to the earlier of the date of the Agreement or the date of a Notice-to-Proceed.
- G. **Notice of Change**
Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the insurance company will give at least thirty (30) days' notice to the City of any modification or cancellation of any policy or policies.

22. INDEMNITY:

The Supplier agrees to save the City of Jersey City, its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City, the Supplier, agents, and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence, and will pay any judgement which may be obtained against the City of Jersey City, its officers, agents, servants and employees as their interests may appear, in such suit.

The cost of such indemnification shall be included in the prices bid for the various scheduled items in the Proposal. So much money due to the Supplier under and by virtue of the Contract as shall be considered necessary by the City, may be retained by the City and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the City.

23. PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:

The attention of all bidders is specifically called to the fact that wage rates determined by the Commissioner of Labor and industry in accordance with the provisions of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this contract.

Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workmen employed on a public works project. The Supplier shall keep an accurate record showing the name, trade and actual hourly rate of wages paid to each workman employed by him in connection with a public works contract and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

24. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Contractor will be required to certify that the Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such proposes, the Contractor's lobbyist, prior to commencing his /her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. A Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

GENERAL CONDITIONS

GC-1 PUBLIC SAFETY AND CONVENIENCE:

The Supplier shall conduct his work with the least possible obstruction to traffic. The convenience of the public and of the residents adjacent to a delivery site, along with the protection of persons and property, are of first importance and shall be provided for by the Supplier in an adequate and satisfactory manner. Fire hydrants shall be kept accessible.

Trucks hauling materials shall have tight tail gates and shall be loaded with adequate freeboard of not less than three (3) inches without precarious cones or piles of material.

The Supplier shall conduct his/her operations in such a manner as to provide maximum safety for all employees and the public as well. He/She shall comply promptly with such safety regulations as may be prescribed by the City, to properly correct any unsafe conditions created by or unsafe practices on part of his/her employees. In the event of the Supplier's failure to comply, the City may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Supplier. Failure of the City to direct the correction of unsafe conditions or practices shall not relieve the Supplier of his responsibility herein.

GC-2 ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and the rules and regulations of U.S. Occupational Safety & Health Administration (OSHA), shall be observed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the contract at all times.

GC-3 PROPERTY DAMAGE:

The Supplier shall protect all property, monuments, trees, existing structures, utilities and work of any kind against damage or interruption of service which may be caused by execution of this contract. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the Supplier at his/her own expense.

The Supplier shall not enter on or make use of private property in the prosecution of the contract unless written permission there for is secured in duplicate, from the owner, one copy of which shall be filed with the City. He/She shall promptly restore or repair, without cost to the City and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection of existing landscape features and vegetation.

GC-4 PATENTS:

The Supplier shall hold and save the City of Jersey City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

GC-5 MATERIALS:

All materials, tools and equipment supplied shall be new, except where reclaimed materials are indicated, and shall be furnished by the Supplier, and shall be approved by the City. Request for approval of materials shall state the proposed source.

Materials not satisfactory shall be replaced by the Supplier without expense to the City. The Supplier shall comply with provisions of the N.J.S.A 52:33-2 requiring that preference be given to the use of domestic materials. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

GC-6 SAMPLES, CERTIFICATES AND TESTS:

The Supplier shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or upon request of the City. No such material or equipment shall be manufactured or delivered, except at the Supplier's own risk, until the required samples or certificates have been approved in writing by the City.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City will have such check tests made as deemed necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.

GC-7 INSPECTION:

The City shall have the right to inspect all materials furnished, including the preparation, fabrication and manufacture in mill, plant, shop and field of the materials to be supplied, and may assign an Inspector or other authorized representatives for this purpose. The Contractor shall provide all facilities necessary for such inspection and shall furnish or cause to be furnished to the said Inspector or other authorized representative safe access at all times to the places where preparations, fabrication or manufacture of materials are in progress, as well as such information and assistance as may be required to make a complete and detailed inspection. The City may undertake the inspection of materials at the source.

GC-8 CONTRACTOR'S TITLE TO MATERIALS:

No materials shall be purchased by the Supplier subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Supplier warrants that he/she has good title to all materials and supplied by him, free from all liens, claims or encumbrances.

GC-9 ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. If consent is given, the Supplier will be permitted to assign a portion of the contract, but shall retain not less than eighty percent (80%) of the original contract amount, except that any items designated in the contract as "specialty items" may be assigned and the cost of any such specialty items so supplied by others may be deducted from the original contract amount before computing the amount of the contract required to be supplied by the Supplier. No assignments shall relieve the Supplier of his liability under

the contract. No assignment, approval of an assignment, or any other action shall create any contractual relation between assignee and the City of Jersey City. The Supplier shall be liable and responsible for any action or lack of action of an assignee. Supplier and assignee shall be charged with all direct, imputed or presumed knowledge the others might possess.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Supplier's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied under this Contract in favor of all persons, firms, or corporations rendering such materials, tools, or equipment.

GC-10 ORDERING AND DELIVERY OF MATERIALS:

The City shall have the right to place orders of whatever quantity and combination of items required. Furthermore, the number of orders over the life of the contract shall not be limited in any way, except that the Supplier shall not be required to deliver an order under a total cost of one hundred dollars (\$100.00) as computed using the unit prices in the Bid Proposal.

Upon award of the contract, the Department of Public Works Director or his representative shall designate in writing the staff members authorized to place an order. Authorization from any other person(s) shall not be honored for payment under this contract. When an order is placed, the Supplier shall be given an order number which must appear on the monthly invoice. Any invoice received without an order number issued by a designated staff member, shall not be honored for payment under this contract.

The Supplier shall give the City of Jersey City preferential service over non-contract customers when filling orders and making deliveries. The Supplier agrees to fill and deliver all orders within twenty-four (24) hours of receiving an order number for those items readily stocked and so marked on the Bid Proposal. For those items not stocked, the Supplier shall deliver such items within the maximum number of business days as marked on the Bid Proposal for those items. In the event that an order involves a large quantity of stocked material or a combination of stocked and non-stocked, the Supplier agrees to deliver those items stocked within the prescribed time to be followed by the rest of the order within the period indicated in the Bid Proposal.

The contract shall provide for delivery of orders to any site within the limits of the City of Jersey City. The Supplier shall provide sufficient manpower for first floor deliveries to areas directed by City personnel at the site. See Technical sections for specific requirements related to each item. All material shall be delivered in their original packaging and shall be unbroken or marred in any way. Material shall be neatly and compactly piled in such a matter as to cause the least inconvenience to the City.

GC-11 DELIVERY HOURS:

Working hours shall be between the hours of 8:00A.M. and 3:30P.M., prevailing time. Working before 8:00A.M. or after 3:30P.M. shall not be permitted except upon authorization by the City designee.

GC-12 PAYMENTS:

The Supplier will be entitled to monthly payments for material supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to meet this schedule shall not entitle the Supplier to interest charges, penalties or any other type of escalation of the invoiced amount.

Invoices for payments shall be submitted on the Supplier's standard invoice previously approved by the City's designee. Invoices shall itemize each order based on the categories established in the Bid Proposal and shall highlight the order number provided by the City's designee. In addition, each invoice shall reference the City's purchase order number supplied by the Purchasing Agent at the time of contract award. In addition to the Supplier's invoice, the Supplier shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

All materials covered by partial payments made shall thereupon become the sole property of the City but this provision shall not be construed as relieving the Supplier from the sole responsibility of all the terms of the Contract.

The Supplier agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of assignees, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Supplier shall, at the City's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Supplier fails to do so, then the City may, after having served written notice on the said Supplier, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Supplier's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Supplier shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to the Supplier.

In paying any unpaid bills of the Supplier, the City shall be deemed the agent of the Supplier, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Supplier, and the City shall not be liable to the Supplier for such payment made in good faith.

The City may withhold payment for any of the following:

- a) Defective material not corrected.
- b) Claims filed or responsible evidence indicating probability of filing claims.
- c) Failure of the Supplier to make proper payments to assignees or for material or labor.
- d) Unpaid damages by the Supplier to assignees, the City or any other agency or person.
- e) The Supplier is found to be in default.

No payment voucher shall protect the Supplier and no claim shall be founded thereon by the Supplier in case of overpayment or in case it shall at any time appear that the Contract or any part thereof have not been completed in strict accordance with the Contract Documents.

Errors in any monthly bill, on being discovered, shall be rectified by the City in subsequent measurements and bills.

GC-13 STATED ALLOWANCES:

The Supplier shall include in his total bid price the cash allowance(s), if any, stated in the Bid Proposal.

The Supplier shall supply the "Auxiliary Materials" as requested by the City on the basis of the Supplier's cost plus the percentage markup stipulated by the Supplier in the bid proposal. If the actual price for purchasing the

"Auxiliary Materials" is more than the "Cash Allowance(s)", the contract price shall be adjusted in accordance with the provisions outlined under Article 17. Changes - Extra Work in the Information to Bidders section.

Invoices for items billed under the "Auxiliary Materials" must be submitted with copies of receipts from the manufacturer of the item establishing the cost to the Supplier. Invoices for "Auxiliary Materials" received without the manufacturer's receipts will not be honored for payment under this contract

GC-14 ACCEPTANCE OF PARTIAL PAYMENTS AS RELEASE:

The acceptance by the Supplier of any partial payment shall be and shall operate as a release to the City of Jersey City of all claims and all liability to the Supplier for all things done or furnished in connection with this payment and for every act and neglect of the City of Jersey City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Supplier from any obligation under this contract.

GC-15 RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:

The Business Administrator of the City of Jersey City has the right to declare the Supplier in default under the following circumstances:

- a) If the work to be done under this Contract is abandoned.
- b) If the Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- c) If the Supplier fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City's designee with respect to the contract.
- d) If the Supplier violates any of the provisions of this Contract or shall not perform the same in good faith.
- e) If the Supplier fails to make prompt payment to persons supplying labor or materials for the work.
- f) If the Supplier assigns or sublets the work otherwise than as specified.
- g) If the Supplier exceeds the lead time stated in the Bid Proposal on five (5) separate occasions.

The Business Administrator shall serve written notice to the Supplier ordering the Supplier not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons. In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Business Administrator shall be conclusive, and said Supplier shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the contract.

GC-16 COMPLIANCE WITH THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION:

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these affirmative action provisions. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this Bid specification:

After notification of award, but prior to signing the contract, the contractor shall submit to the public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity an Initial Manning Workforce Report (AA-201).

Refer to Exhibit B (Mandatory Equal Opportunity Language for Construction Contracts) and additional Equal Opportunity/Affirmative Action requirements found at the back of the specifications.

Any questions concerning compliance may be directed to:

Jeana F. Abuan, Supervising Administrative Analyst, Public Agency Compliance Officer
Department of Administration/Office of Tax Abatement & Compliance
13-15 Linden Avenue East, 2nd Floor, Jersey City, N.J. 07305
Tel. # 201-547-4538
Email Address: abuani@icnj.org

GC-17 AMERICAN WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is Prohibited. Bidders are required to read American with Disabilities Language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made part of the contract. The Contractor is obligated to comply with the act and hold the owner harmless.

GC-18 COMPLIANCE WITH THE BUSINESS REGISTRATION CERTIFICATION

N.J.S.A. 52:32-44 required that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of registration shall be a copy of the bidders Business Registration Certification (BRC). A BRC is obtained from New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.njgov/njbgs or by telephone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractor and all subcontractors that knowingly provided 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 business registration to the contractor.
2. Prior to receipt of final payment from a contracting agency a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. 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.
4. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the Jaw and its requirements is available by calling (609) 292-1790.

GC-19 SCHEDULE OF SUBMITTALS

"SCHEDULE OF REQUIRED SUBMITTALS"

Submittal Item	Time of Submission	Consequence of Non-Compliance
Bid Proposal	Prior to Bid Opening	Bid Rejected
Supplier's Qualification Statement	With Bid Proposal	Bid Rejected
Non-Collusion Affidavit	With Bid Proposal or within 24 hours of Bid Opening	Bid may be Rejected
Statement of Ownership Disclosure	With Bid Proposal	Bid Rejected
Certificate of Experience	With Bid Proposal	Bid Rejected
Plant & Equipment Questionnaire	With Bid Proposal	Bid Rejected
Disclosure of Investment Activities in Iran	With Bid Proposal or within 24 hours of Bid Opening	Bid may be Rejected
New Jersey Business Registration Certificate	With Bid Proposal or prior to the contract award	Bid may be Rejected
Supplier Diversity Bidder Questionnaire	With Bid Proposal or within 24 hours of Bid Opening	Bid may be Rejected
Mandatory EEO/AA Language Forms	With Bid Proposal or after Notification of Award but prior to Signing of a Construction Contract	Bid may be Rejected
Bid Guarantee	With Bid Proposal	Bid Rejected
Insurance Certificates	Prior to execution of Contract by the City	Forfeiture of Bid Security
Execution of Contract Agreement	Within 10 days of City Notice of Contract Award	Forfeiture of Bid Security
Material Certifications	Prior to deliver to site	Removal of unapproved materials or default of Contract
Commencement of Work	Within 10 days of receipt executed Contract or as stated in "Notice to Proceed"	Default of Contract
Claims for Extra Cost	Within 48 hours of instructions from City's designee	Denial of claim
Acknowledgment of Receipt of addendum	With Bid Proposal	Bid Rejected

The Contractor shall provide all submittals required under this Contract whether or not listed above.

P.L. 2004, c.57 (N.J.S.A. 52:32- 44)

MANDATORY BUSINESS REGISTRATION LANGUAGE

Construction Contracts

P.L. 2004, c. 57 (chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities to the requirements of the Local Public Contracts Law (N.J.S.A.40A:11-2).

"New Jersey Business Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor 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 of P.L.2001, c.134 (N.J.S.A. 52:32-44 et al), or subsection e. or f. or section 92 of P.L.197, c.110 c. 5:12-92), or that provides false business registration information under the requirements of either those sections, shall be liable for 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.

BID PROPOSAL DOCUMENTS



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EASTERN LANDSCAPE CONTRACTORS INC.

Trade Name:

Address: 6 REESE AVENUE
LAVALLETTTE, NJ 08735

Certificate Number: 2374252

Effective Date: August 20, 2019

Date of Issuance: April 09, 2020

For Office Use Only:

20200409152912214

Certificate Number
728054

Registration Date: 04/13/2020
Expiration Date: 04/12/2021



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Eastern Landscape Contractors Inc.

Responsible Representative(s):

Jennifer Feldman, President

Responsible Representative(s):

Donald Fuentes, Vice-President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

EASTERN LANDSCAPE CONTRACTORS INC.
0450409615

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for EASTERN LANDSCAPE CONTRACTORS INC. was submitted on 06/02/2020 for the year: 2020

Registered Agent and Office

DONALD FUENTES
6 REESE AVENUE
LAVALLETTE, NJ 08735

Main Business Address

6 REESE AVENUE
LAVALLETTE, NJ 08735

Officers and Directors

GENERAL PARTNER
Donald Fuentes
6 Reese Avenue
Lavallette, NJ 08735

PRESIDENT
Jennifer M Feldman
6 Reese Ave
Lavallette, NJ 08735



Certificate Number : 2483243527
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
2nd day of June, 2020*

Elizabeth Maher Muoio
State Treasurer

BID PROPOSAL DOCUMENTS

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH PROJECT TITLE AND TWO COPIES.

Proposal of Jersey City Tree Planting 2020 (hereinafter called "Bidder" organized and existing under the laws the state New Jersey of doing business as Eastern Landscape Contractors, Inc.

The Bidder, in compliance with your invitation for bids for the:

Specifications for City-Wide Tree Planting City Wide

having examined the plans specifications with related documents, and being familiar with all of the conditions involving the proposed contract including the availability of materials, and labor hereby proposed contract including the availability of materials, hereby proposes to furnish all material, and supplies in accordance with the Contract Documents for the prices stated below. These prices are to cover all expenses incurred in performing work required under the Contract Documents; of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written notice to proceed from the City and fully complete the project within 365 consecutive calendar days thereafter as stipulated in the specifications.

Pursuant N.J.S.A. 40A:11-15, the City shall have options to renew the contract for two (2) addition one (1) year terms. The City shall notify the Contractor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the Contractor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

Bidder acknowledge receipt of the following addendum:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

***Insert corporation", "a partnership", or "an individual" as applicable**

Proposal - Continued

Attachment to Proposal:

The bidder is required to submit the following detailed evidence that he has a competent organization which has done construction work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the bidder and are hereby made part of this proposal:

1. A sworn statement of work performed during the last three (3) years. (See attached from Entitled "Certificate of Experience") *
2. A sworn statement of Plant & Equipment Questionnaire for use on this project, consisting of four (4) sheets. (See attached from entitled" Plant and Equipment Questionnaire") *
3. Affidavit of Non-Collusion. (See attached form entitled "Non-Collusion Affidavit).
4. Statement of Ownership Disclosure. (See attached form)*
5. Bid Guarantee *
6. Disclosure of Investment Activities in Iran
7. Equality Information on Substituted Items
8. Exhibit B: Mandatory Equal Employment Opportunity Language for Construction Contracts
9. Supplier Diversity Bidder Questionnaire
10. Certificate of Contractor's Registration issued by the State of N.J. Department of Labor pursuant to L.1999, c 238
11. Business Registration Certificate issued by the State of New Jersey Department of the Treasury Pursuant of P.L. 2004, c 57
12. Written acknowledgment of Receipt of addendum (if issued) *
13. Supplier's Qualification Statement *

*** Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the bid reception**

BID PROPOSAL CHECKLIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- _____ List of Prices *
- _____ Grand Total Bid Price *
- _____ Alternate(s), if applicable, with supporting documentation, if applicable.
- _____ Substitution, if applicable are attached in conformance with the Information to Bidders, Article 18, Substitutions
- _____ Non - Collusion Affidavit
- _____ Statement of Ownership Disclosure *
- _____ Disclosure of Investment Activities in Iran
- _____ Supplier Diversity Bidder Questionnaire
- _____ Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10-5-31 et. seq) (N.J.A.C. 17:27) Construction Contracts must be signed.
- _____ Bid Guarantee *
- _____ Certificate of Contractor's State of New Jersey Department of Labor Registration
- _____ Certificate of Experience of General Contractor *
- _____ Plant and Equipment Questionnaire completed by General Contractor *
- _____ New Jersey Business Registration Certificate
- _____ Written acknowledgment of addendum (If issued) *
- _____ Supplier's Qualification Statement *

*Failure to include the Bid Documents listed immediately above that are marked with an asterisk(s) shall result in automatic rejection of the Bid at the time of the bid reception

JERSEY CITY 2020 TREE PLANTING CONTRACT

SCOPE OF WORK

The City of Jersey City seeks a contractor to plant up to 750 trees in the spring and fall of 2020. This project will be managed by the Division of Parks and Maintenance in coordination with the Office of Sustainability. Below are all of the activities that the contractor may be asked to perform.

ITEM #1 PREPARING NEW SIDEWALK TREE BEDS

WORK: Under this item the Contractor shall do all work necessary to PREPARE NEW SIDEWALK TREE BEDS for planting in specified size beds.

Removal of existing dead trees and stumps in the designated planting bed up to and including 8" in diameter, saw-cutting and removing the existing sidewalk pavement, excavation, furnishing, mixing, and placing topsoil in all tree beds, and all incidental work shall be completed under this item. All work shall be in accordance with the plans and specifications to the satisfaction of the Forester.

The Contractor shall be liable for any damage to property, including but not limited to irrigation systems, caused by operations and related work, and all areas and construction disturbed shall be restored to their original conditions to the satisfaction of the Forester. The Contractor shall keep a standard irrigation repair kit with an adequate supply of replacement parts at all times with every work crew and repair any damaged irrigation system before leaving the site whenever possible. In the event that turf is damaged the Contractor shall apply grass seed to loosened soil.

All work to prepare a tree bed that is voided will be paid under the UNCLASSIFIED EXCAVATION ITEM for the full cubic yards excavated, and the concrete restoration shall be paid under ITEM #8: CONCRETE PAVEMENT W/O BASE- 4".

In order to best serve the public, all work required to repair any damage, including sidewalks damaged during construction, irrigation systems, or to install concrete pavement without base, as per the CONCRETE PAVEMENT W/O BASE - 4" item in abandoned street tree beds shall be complete within three (3) days of occurrence (weather permitting). Repairs to all damaged sidewalk shall be done at the direction and satisfaction of the City. The Contractor shall keep a standard irrigation repair kit with an adequate supply of replacement parts at all times with every work crew and repair any damaged irrigation system before leaving the site whenever possible.

In the interest of preserving city sidewalks, the stabilizer legs of the Contractor's backhoe, tractor or other heavy machinery to be used on sidewalks must have padded feet. If not, the Contractor must place wooden planking between the feet of the machine and the sidewalk so that the latter are protected to the Forester's satisfaction. If the Contractor drives on City sidewalks and causes damage it will be required to repair all damage at no additional cost to the City.

Sizes of planting beds shall be determined by the Forester during marking with the contractor. The Contractor is required to keep accurate and complete records of all marked sites. Tree bed size may be subject to change, and the Contractor will be responsible for updating marking records upon notification of any changes.

EXCAVATION OF TREE BEDS: Sizes of tree beds shall be indicated on the list of locations.

The Forester is to be notified in writing not less than two (2) working days in advance before any saw cutting, removal, excavation of a tree bed, or tree planting. The Contractor shall provide a routing sheet of the work to be performed on a daily basis. The proposed route sheet must be provided twelve (12) hours in advance. The format for the routing sheets will be provided at the preconstruction meeting.

No tree beds shall be dug until the proposed locations are marked by the Contractor, in the presence of the Forester, with **WHITE construction** spray paint, to ensure compliance with all City, State and utility company regulations. The Contractor shall then take full responsibility for the tree bed locations. It is the obligation of the contractor to maintain accurate records of sites marked at the time of marking.

SAWCUTTING: All work shall be done by competent mechanics in an approved manner to the satisfaction of the Forester. All saw cutting shall be carried out to the full depth of the pavement to be cut. Saw cutting shall be done to accurate, neat and straight lines marked previous to commencement of work. Saw cutting shall be done with approved power saws specifically designed and manufactured for such a purpose. Reasonable effort shall be made to reduce the dust generated during saw cutting operation.

EXCAVATION: The Contractor shall break the pavement to be removed from the bed into smaller pieces. Pieces should not be larger than 2' x 2' in size when being moved from the bed to the truck. When breaking of concrete is completed in advance of excavation the site must be left in a safe condition, but this shall not occur more than 2 days in advance of excavation. The Contractor shall remove all materials from the tree bed for the full length and width specified on the location list to the depth of the tree's root ball. All tree beds shall have vertical sides, unless otherwise directed. Extreme care shall be taken not to excavate to a depth greater than required. The subgrade below the root ball shall be tamped slightly to prevent settlement. If the excavation and planting are not completed concurrently, the bed shall be excavated to a depth of two (2) feet.

All excavated materials shall be removed from the site and disposed of by the Contractor. No tree beds shall be backfilled until approved by the Forester. All tree beds are to be closed and filled with approved backfill and made level with existing conditions. Area is to be made secure and safe at the end of work day.

Where subsurface obstructions are encountered during excavation, the Contractor shall restore the disturbed area to its original condition. A new planting location shall be designated by the Forester, if conditions permit.

When excavation and backfilling are completed and the bed is abandoned due to no fault of the Contractor, a new planting location shall be designated by the Forester if conditions permit. However, the City is under no obligation to designate an alternate location. Installation of concrete pavement without base in abandoned street tree beds shall be paid for under the CONCRETE PAVEMENT W/O BASE- 4" Item.

TOPSOIL/BACKFILL: Material shall consist of natural loam topsoil with the addition of compost or humus only, and no other soil type, such as a sand or clay soil type, shall be accepted. Topsoil must be free from subsoil, obtained from an area which has never been stripped or from a facility that is permitted by the State to process construction and demolition debris. It shall be removed to a depth of one (1) foot, or less if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hardpan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks or any other undesirable material. If a truck load of topsoil is considered by the Forester to contain too much undesirable material to be

corrected on the site, the entire truck load shall be rejected. No topsoil shall be delivered in a frozen or muddy condition.

Topsoil shall comply with the following requirements:

CHEMICAL AND PHYSICAL COMPOSITION: Natural loam with the addition of compost or humus shall comply with the following requirements:

- a) Organic Matter - backfill shall contain between 5%-15% organic matter.
- b) The pH shall be in the range of 5.0 to 7.0 inclusive, unless otherwise approved or specified by the Forester.
- c) Soil Textural Analysis: Topsoil shall consist of the following percentages of sand, silt and clay. Any soil that does not meet the requirements below will be rejected and removed from the site.

Rocks, Stone and Gravel (>2.0 mm)	<5%
Sand (0.05~2 mm)	40-60%
Silt (0.002-0.05 mm)	20-50%
Clay (<0.002 mm)	20% maximum

When the topsoil otherwise complies with the requirements of the specification but shows a deficiency in organic matter, compost may be incorporated when and as permitted by the Forester.

COMPOST: Compost shall be a well decomposed, stable, weed free organic matter source. It shall be derived from: agricultural, food residuals or yard trimmings. The product shall contain no substances toxic to plants and shall be reasonably free (< 1% by dry weight) of man-made foreign matter. The compost will possess no objectionable odors and shall not resemble the raw material from which it was derived. The product shall be certified through the U.S. Composting Council's (USCC) Seal of Testing Assurance (STA) Program. Compost shall meet the approval of the Forester and shall have the following properties:

- Organic matter 30% minimum (dry weight basis) as determined by loss on ignition
- pH 5.5- 7.0 unless otherwise specified or approved
- Moisture content 35% - 60% (loose, friable, not dusty)
- Particle size <12.5mm
- C:N ratio 15~30: 1
- Soluble salts content <4.0 mmhos/cm

Electrical conductivity shall be a maximum of 1.0 mmhos/cm. A higher level would indicate salt content too high to be acceptable, which will be rejected and must be removed from the site by the Contractor.

The Contractor shall at the direction and discretion of the Forester furnish a certified report from an approved Materials Soil Testing Laboratory showing the analysis of representative samples of the topsoil from the soil vendor(s) which they propose to use to the City, by February 1 for spring season or September 1 for fall season. Should the vendor's certified report fail to meet the specifications, then the Contractor must seek two (2) alternative vendors and furnish certified reports for each from an approved Materials Soil Testing Laboratory for consideration within five (5) business days of the request. Once a report is found to meet the specifications, a sample will be obtained from one or more vendors by the Forester who will deliver it to the Rutgers Soil Testing Laboratory or approved equal. The price bid shall include inspection and laboratory charges. No topsoil shall be

delivered until the approval of samples by the Forester, but such approval shall not constitute final acceptance. The Forester may provisionally approve the use of soil based off a visual assessment prior to receiving the formal soil test results. The Forester reserves the right to reject on or after delivery any materials which do not, in his/her opinion, meet these specifications and resample. The Forester may take as many samples as he or she deems necessary to ensure the quality of the topsoil is, and remains, within the specifications of the contract. Sampling procedures shall be explained in detail at the preconstruction meeting. If the Forester determines that the topsoil varies only slightly from the specifications, he or she may direct the Contractor to amend the soil in order to meet the specifications.

MEASUREMENT AND PAYMENT: The quantity to be paid for under this item shall be the total number of **SQUARE FEET of NEW SIDEWALK TREE BEDS PREPARED** in accordance with the sketches and specifications, to the satisfaction of the Forester.

The price bid shall be a unit price per **SQUARE FOOT** of new sidewalk beds prepared, and shall include the cost of saw cutting and removing sidewalk, excavating plant beds, removal of stumps and dead trees up to and including 8" in diameter in designated beds, furnishing and incorporating approved topsoil in all tree beds, and all other work incidental thereto, in accordance with sketches, specifications, and to the satisfaction of the Forester. Only those areas requiring concrete removal will be paid under this item. Areas not requiring concrete removal will be paid for under the items for **PREPARING EXISTING SIDEWALK TREE BEDS** or **PREPARING LAWN TREE BEDS**.

----- **END OF ITEM** -----

ITEM #2 PREPARING EXISTING SIDEWALK TREE BEDS

WORK: Under this item the Contractor shall do all work necessary to PREPARE EXISTING SIDEWALK BEDS for planting.

Removal of existing dead trees and stumps in the designated planting bed up to and including 8" in diameter, removal of existing block pavements and/or existing asphalt pavement, excavation, furnishing, mixing and placing topsoil in all tree beds, and all incidental work shall be completed under this item for all tree beds that are surrounded by concrete and do not require saw cutting. All work shall be in accordance with the plans and specifications to the satisfaction of the Forester.

Unless otherwise specified herein, all materials, workmanship and requirements shall conform to applicable provisions of the PREPARING NEW SIDEWALK TREE BEDS Item.

All work to prepare a tree bed that is voided will be paid under the UNCLASSIFIED EXCAVATION ITEM for the full cubic yards excavated, and the concrete restoration shall be paid under ITEM #8: CONCRETE PAVEMENT W/O BASE- 4".

The Contractor shall be liable for any damage to property, including but not limited to irrigation systems, caused by operations and related work and all areas and construction disturbed shall be restored to their original conditions to the satisfaction of the Forester, within three (3) days of occurrence. The Contractor shall keep a standard irrigation repair kit with an adequate supply of replacement parts at all times with every work crew and repair any damaged irrigation system before leaving the site whenever possible. In the event that turf is damaged the Contractor shall apply grass seed to loosened soil. If the Contractor drives on City sidewalks and causes damage it will be required to repair all damage at no additional cost to the City.

Where subsurface obstructions are encountered during excavation, the Contractor shall restore the disturbed area to its original condition. A substitute location shall be designated by Forester, if conditions permit. However, the City is under no obligation to designate an alternate location.

Sizes of planting beds shall be determined by the Forester during marking with the contractor. The Contractor is required to keep accurate and complete records of all marked sites. Tree bed size may be subject to change, and the Contractor will be responsible for updating marking records upon notification of any changes.

MEASUREMENT AND PAYMENT: The quantity to be paid for under this item shall be the total number of SQUARE FEET of EXISTING SIDEWALK TREE BEDS PREPARED in accordance with the sketches and specifications, to the satisfaction of the Forester.

The price bid shall be a unit price per SQUARE FOOT of existing sidewalk beds prepared, and shall include the cost of removal of existing block pavements and/or existing asphalt pavement, excavating plant beds, removal of stumps and dead trees up to and including 8" in diameter in designated beds, furnishing and incorporating approved topsoil in all tree beds, and all other work incidental thereto, in accordance with sketches, specifications, and to the satisfaction of the Forester.

----- **END OF ITEM** -----

ITEM #3 PREPARING LAWN TREE BEDS

WORK: Under this item the Contractor shall do all work necessary to PREPARE LAWN TREE BEDS for planting.

Removal of existing dead trees and stumps in the designated planting bed up to and including 8" in diameter, excavation, furnishing, mixing, and placing topsoil in all tree beds, and all incidental work shall be completed under this item. All work shall be in accordance with the plans and specifications to the satisfaction of the Forester.

Unless otherwise specified herein, all material, workmanship and requirements shall conform with applicable provisions of the PREPARING NEW SIDEWALK TREE BEDS Item.

All work to prepare a tree bed that is voided will be paid under the UNCLASSIFIED EXCAVATION ITEM for the full cubic yards excavated, and the concrete restoration shall be paid under the CONCRETE PAVEMENT W/O BASE - 4" ITEM.

The Contractor shall be liable for any damage to property, including but not limited to irrigation systems, caused by operations and related work and all areas and construction disturbed shall be restored to their original conditions to the satisfaction of the Forester within 3 days of occurrence. The Contractor shall keep a standard irrigation repair kit with an adequate supply of replacement parts at all times with every work crew and repair any damaged irrigation system before leaving the site whenever possible. In the event that turf is damaged the Contractor shall apply grass seed to loosened soil, or the Forester may request sod to be installed.

Where subsurface obstructions are encountered during excavation, the Contractor shall restore the disturbed area to its original condition. A substitute location shall be designated by Forester, if conditions permit. However, the City is under no obligation to designate an alternate location.

Sizes of planting beds shall be determined by the Forester during marking with the Contractor. The Contractor is required to keep accurate and complete records of all marked sites. Tree bed size may be subject to change, and the Contractor will be responsible for updating marking records upon notification of any changes.

EDGING OF PLANTING AREAS: The Contractor shall establish a neat edge where lawn bed areas meet grass areas as shown on sketches or as directed by the Forester. Edging shall be done by competent workers only, in a professional manner with a spade or edging tool immediately after excavation is completed to the satisfaction of the Forester. Particular care shall be exercised in edging to establish good flowing curves as directed by the Forester. Edging shall be maintained by the Contractor.

MEASUREMENT AND PAYMENT: The quantity to be paid for under this item shall be the total number of SQUARE FEET of LAWN TREE BEDS PREPARED in accordance with the sketches and specifications, to the satisfaction of the Forester.

The price bid shall be a unit price per SQUARE FOOT of lawn beds prepared, and shall include the cost of excavating plant beds, removal of stumps and dead trees up to and including 8" in diameter in designated locations, furnishing and incorporating approved backfill in all tree beds; and all other work incidental thereto, in accordance with sketches, specifications, and to the satisfaction of the Forester.

----- **END OF ITEM** -----

- ITEM #4 PLANTING PROCURED STREET TREES, 2.0- 2.5 INCH CALIPER**
- ITEM #5 PLANTING PROCURED STREET TREES, 2.5- 3.0 INCH CALIPER**
- ITEM #6 PLANTING PROCURED STREET TREES, 3.0- 4.0 INCH CALIPER**

WORK: Under these items of the contract the Contractor shall do all work necessary for the PLANTING OF PROCURED STREET TREES, 2.0-2.5, 2.5-3.0, and 3.0-4 INCH CALIPER in accordance with the plans, specifications, and directions of the Forester. All work necessary to prepare beds for planting shall be performed under the PREPARING NEW SIDEWALK TREE BEDS, PREPARING EXISTING SIDEWALK TREE BEDS, and PREPARING LAWN TREE BEDS Items.

Planting, watering, maintaining and replacing new trees of the type and size designated on lists, furnishing and installing tree stakes, and all incidental work shall be completed under this item. All work shall be in accordance with the plans and specifications to the satisfaction of the Forester.

Trees shall be planted where indicated on the lists provided, according to the painted mark-outs, once marking has been completed, unless written approval is obtained from the Forester or the Director of the Division of Park Maintenance. Any tree planted in a location not on the contract list and without the knowledge of the Forester shall not be approved for payment.

The Contractor shall be liable for any damage to property, including but not limited to irrigation systems, caused by planting operations and related work. All areas and construction disturbed shall be restored to their original conditions to the satisfaction of the Forester, within three (3) days of occurrence. The Contractor shall keep a standard irrigation repair kit with an adequate supply of replacement parts at all times with every work crew and repair any damaged irrigation system before leaving the site whenever possible.

In the interest of preserving city sidewalks, the stabilizer legs of the Contractor's backhoe, tractor or other heavy machinery to be used on sidewalks must have padded feet. If not, the Contractor must place wooden planking between the feet of the machine and the sidewalk so that the sidewalk is protected to the Forester's satisfaction.

PROCURED PLANT MATERIAL: Trees for this item will be supplied by a tree procurement nursery that has been contracted with the City.

QUALITY AND INSPECTION: The Contractor shall have the option to accompany the Forester to the tree procurement nursery. The Contractor may exercise this option by notifying the Director of the Division of Park Maintenance after the contract is awarded. All of the Contractor's costs associated with accompanying the Forester to and from the tree procurement nursery shall be the responsibility of Contractor. If the Contractor chooses to accompany the Forester to the tree procurement nursery, the Contractor must notify the City in writing in writing no later than February 1 for spring planting and September 1 for fall planting. The Contractor must provide a minimum of three dates that that the Contractor is available to the City with its notification.

The Contractor shall not be able to tag individual trees, but can view representative samples of trees that will be delivered.

DIMENSIONS: Each tree shall be dimensioned as it stands in its natural position. Trees shall be calipered six (6) inches above ground. Trees furnished shall represent a fair average of the maximum and minimum caliper ranges. Trees furnished shall be delivered in the root ball size appropriate for the tree caliper based on species, trunk flares, or other tree-specific variables. The caliper of some species may exceed 3" or 4" caliper based on species,

bunk flares or other tree-specific variables, but no tree shall be furnished that exceeds a root ball diameter of 28" for 2.0-2.5" caliper trees, 32" for 2.5-3" caliper trees and 42" for 3.0-4" caliper trees. In the case of root ball size discrepancies the circumference of the top most ring of the root ball basket shall be taken and must be less than 103" for 2.0-2.5" trees, less than 110" or the tree shall be rejected for 2.5-3" trees while 3.0-4" trees must have a circumference of less than 140".

PREPARATION OF TREES: The tree procurement nursery shall be responsible for taking all precautions customary in good trade practice in preparing the trees to be moved. The Contractor shall immediately notify the Forester if, upon delivery of the trees, it appears that the workmanship of the tree procurement nursery fails to meet the highest standards. The Forester will inspect the trees and will determine if the trees will be rejected.

DELIVERY OF PROCURED PLANT MATERIAL: The City will schedule delivery of trees with the tree procurement nursery. The tree procurement nursery will be responsible for the cost of delivery. All trees shall be delivered to a location as specified by the City. The location shall be within Jersey City. Ten (10) days prior to commencement of tree delivery the Contractor shall have the option at their own cost to confirm trees are of an acceptable state of dormancy to be dug and delivered. Failure to visit each nursery prior to trees being shipped waives the Contractor's ability to reject trees at the time of tree delivery for trees not being sufficiently dormant. The tree procurement nursery will provide the Forester and the Director of the Division of Park Maintenance with written confirmation of the delivery schedule. The tree procurement nursery shall provide forty-eight (48) hour notice to both the Contractor and the City.

ACCEPTANCE OF PROCURED PLANT MATERIAL: All plant material must be accepted by the Contractor and the Forester in writing. The Forester or a Park Maintenance representative and Contractor representative must be on site when trees are being delivered to the specified location. Plant material will be rejected if delivered to the site in an unacceptable condition, or if damaged during transport. The City shall bear the responsibility of maintaining the trees at the delivery location. Once loaded for planting on the Contractor's vehicles, they become the Contractor's responsibility. The contractor shall be responsible for accepting, planting and guaranteeing any and all tree species referred to within the nursery trade as "fall hazards" regardless of planting season in which trees are planted. The price of planting "fall hazards" shall be included in the bid price.

In cases of differing opinion, the Forester shall use reasonable judgment to determine what trees shall be accepted or rejected. Reasonable judgment shall be defined as those factors that will not affect the establishment, long term longevity or overall health of an individual tree.

HANDLING OF PROCURED PLANT MATERIAL: Trees shall be handled with utmost care to insure adequate protection against injury prior to acceptance by the Contractor and the Forester. Balled and burlapped trees shall be set on the ground and balls shall be covered with soil or mulch prior to transport. When trees are being loaded, care should be taken not to damage the root ball or burlap. All trees shall be moved appropriately ensuring the root ball is lifted and supported from the base using nursery jaws, forks or a backhoe bucket. Any alternative method of tree handling must be approved in advance by the Division of Park Maintenance in writing. Chains may not be used to lift, drag or move the trees. Forklifts shall never pinch the root ball. Any root balls that appear to have been damaged, distorted, or pinched during loading/unloading will be rejected. All materials shall be properly maintained to the satisfaction of the Forester. Trees shall be watered at least 3-4 times per week to ensure that they are kept adequately moist before they are planted. The Forester may call for less watering if there has been significant rainfall and/or low temperatures.

ON-SITE INSPECTION: No plant material shall be planted by the Contractor until inspected by the Forester or Park Maintenance representative at the site of the work. If a load of trees is delivered from the nursery to the site in an opened vehicle and the trees were uncovered during transit, the entire load of trees may be rejected. Plant material will be rejected if delivered to site in an unacceptable condition, or if damaged on site due to rough handling. All rejected material shall be marked by the Forester and must be removed from the site and replaced with acceptable material at no additional cost to the City. Final inspection shall be made upon completion of the Contract.

SITE SPECIFICATIONS:

Time of Planting: Planting under the contract shall begin as directed by the Forester and/or the Director of the Division of Park Maintenance on or about February 15th or October 15 depending on the season and weather conditions.

Location: Site characteristics, such as overhead power lines, existing vegetation, and infrastructure items, such as curbs and sidewalks, shall be considered. When possible, the tree's leader shall be offset from power lines.

PLANTING: No planting shall be done, except in the presence of the Forester or Park Maintenance representative. Any tree planted in a location not on the contract list and without the knowledge of the Forester shall not be approved for payment. The Contractor shall have an ISA Certified Arborist, or New Jersey Certified Tree Expert on staff, and all tree planting activity is to be led by the Arborist/Expert. The Contractor must have written permission from the Forester to plant without an ISA Certified Arborist or NJ LTE.

The Forester is to be notified in writing not less than two (2) working days in advance before any saw cutting, removal, excavation of a tree bed, or tree planting. The Contractor shall provide a routing sheet of the work to be performed on a daily basis. The proposed route sheet must be provided no less than 12 hours in advance. The Forester or assigned Park Maintenance representative must be notified of any changes made to the routing. The format for the routing sheets will be provided at the preconstruction meeting.

The Contractor may be required to mechanically decompact or fluff soil within the tree bed that has become compacted prior to tree planting in pre-excavated tree beds.

Place balled and burlapped material in the prepared planting bed by lifting, and carry it by the root ball so that the ball will not be loosened. Set the tree straight and in the center of the bed with the most desirable side facing toward the predominant view. The Contractor's attention is called to the different widths of curbs and that a uniform distance shall be maintained from the center of the tree to the outside of the curb, or as directed by the Forester. Contractor shall verify root flare prior to planting (noting that adventitious roots may be present above the first true root) and remove excess soil over root ball as required to expose the root flare. Trees shall be installed so that the top of the first true root (the "trunk flare" or "root flare") will be flush with finished grade after settling, and depth of the planting hole adjusted accordingly. Any soil added to reduce the depth of the planting hole must be properly compacted to minimize settling. Care shall be exercised in setting the trees plumb.

The Contractor shall cut and remove rope or wire from the top 2/3 of the root ball and pull the burlap back to the edge of the ball and remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. Any wire basket enclosed root ball will need to have at least 2/3 of the wire basket cut away from the sides and top of the ball, and removed from the site.

At least 2/3 of the burlap shall be removed, and the remaining burlap pulled back and adjusted to prevent the formation of air pockets. Where directed by the Forester, the burlap shall be entirely removed. All ropes, stones, etc. shall be removed from the planting site before backfilling. Backfilling mixture shall be loose and friable, and not frozen. Soil shall be firmed at six (6) to eight (8) inch intervals.

MYCORRHIZAL INOCULANT: Shall be applied by means of a three ounce (3 oz.) premeasured dry formulation, such as Mycor Tree Saver Transplant®, or an eight ounce (8 oz.) premeasured dry formulation, such as DIEHARD Transplant® as distributed by Horticultural Alliance, Sarasota, FL or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi and at least 4 strains of Endomycorrhizae fungi (*Entrophosphora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.*); seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (*Pisolithus tinctorius*; biostimulants including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophyllum nodosum*; humic acids); and acrylamide copolymer gel as a water absorbent medium. Inoculant shall be added after the trees have been placed in their hole. Open three packets for each 2 ½" - 3" cal. tree and open four packets for each 3 ½" - 4" cal. tree and add the inoculant into the upper 6-8 inches of the backfill mix. The opened packets shall be given to the Forester at the end of each day.

Inspection: The Contractor shall furnish copies of the receipts from purchase and/or delivery tickets of the mycorrhizal inoculant. When bulk containers are used they shall be inspected prior to being opened and numbered by the Forester. The Forester will record the container numbers on daily reports.

FINISHING SURFACE AFTER BACKFILLING: The Contractor shall cultivate and rake over finished planting areas and shall leave them in an orderly condition. Soil shall be leveled throughout the tree bed and no soil ring shall be made. At no time should topsoil be mounded to cover the trunk of the tree. Final soil level shall be flush with the surrounding sidewalk grade to prevent potential tripping hazard.

STAKING: All staking shall be done during the planting operation and shall be maintained throughout the first year of the two-year guarantee period.

Stakes shall be of white cedar, oak or similar wood approved by the Forester without bark attached and shall show no sign of cracking or decay. Each pair of stakes used for a single tree shall consist of identical material. They shall have a maximum allowable deflection of ten percent (10%). All trees shall be supported by two (2) stakes, they shall be six to eight (6-8) feet long; the diameter at the middle shall be not less than (2) inches nor more than two and three quarters (2-3/4) inches and the diameter at the butt shall not exceed three (3) inches. Stakes shall be placed a minimum distance of fourteen (14) inches away from the trunk of the tree, taking care to stay clear of the roots, driven thirty (30) inches into the ground (if possible), and shall be fastened to the tree with a suitable length of wide, flat, woven polypropylene material as manufactured by DeepRoot®, Arborstart® or approved equal that is twisted at least three times, tied and knotted to the tree stake as directed by the Forester.

Unless otherwise directed, trees shall be staked as shown on the plans and in accordance with these specifications. Stakes shall be set parallel to curbs and be cut to the same height if necessary. Trees shall stand plumb after staking. Stakes, and woven polypropylene material, shall be removed at the end of the first year of the two-year guarantee period, unless directed otherwise by the Forester. At the time the stakes are removed any holes left by the stake shall be filled with topsoil of the same quality as that specified in the PREPARING NEW SIDEWALK TREE BEDS Item.

PRUNING: Pruning shall be in accordance with ANSI A300 Part 1 Standard Practices for structural pruning. When directed by the Forester, trees shall be pruned so the resulting crown retains the growth habit of the tree species. Any and all branches interfering with or hindering the healthy growth of the tree shall be removed. All diseased branches and all dead branches shall be removed. Any branch which may be partly dead yet has a healthy lateral branch at least one-third the diameter of the parent branch shall be removed beyond the healthy branch. All stubs or improper cuts resulting from former pruning shall be removed. All cuts shall be cleanly made with sharp tools as close to the parent trunk or limb as possible without disturbing the branch bark ridge or callus collar. Any existing nails, spikes, wire, plastic or other materials found driven into or fastened to the trunk or branches shall be removed or if approved they shall be cut flush in a manner to permit complete healing over.

MULCHING: The Contractor shall finish and place Shredded Bark Mulch in accordance with the plans, specifications and directions of the Forester. All mulching shall be done during planting operation.

Shredded Bark Mulch shall be a natural forest product composed of shredded bark or wood not exceeding three inches (3") in length and one inch (1") in width. Mulch shall be derived from tree material, not from wood waste or by-products like sawdust, shredded palettes, or other debris. Mulch shall be natural in color and not dyed. It shall be of a uniform grade with no additives or any other treatment. Mulch with leaves, twigs, and/or debris shall not be acceptable.

The Contractor shall furnish a representative sample consisting of two - one-pound zip-lock bags labeled with Contractor's name and contract number of the Shredded Bark Mulch the Contractor proposes to use to the Forester. No Shredded Bark Mulch shall be delivered until the approval of samples by the Forester, but such approval shall not constitute final acceptance. The Forester reserves the right to reject on or after delivery any materials which do not, in their opinion, meet these specifications.

Shredded Bark Mulch shall be applied as a ground cover to the surface of all planting beds at the time of planting, one year after planting when the tree stakes are removed, at the start of each watering season during the 2 year guarantee period and when the tree is watered when directed by the Forester. Shredded Bark Mulch shall be applied to a uniform depth of two (2) to three (3) inches and shall be so distributed as to create a smooth, level cover over the exposed soil. A gap of approximately 3" should be left between the Shredded Bark Mulch and the trunk of the tree to avoid mounding above the trunk flare.

If necessary, the Contractor shall add topsoil to tree beds prior to mulching if soil levels are below the grade of the surrounding sidewalk.

WATERING: At the time of planting, the soil around each tree shall be thoroughly saturated with at least twenty (20) gallons of water. Water shall be free from oil, have a pH not less than 6.0 nor greater than 8.0 and shall be free from impurities injurious to vegetation. Unless otherwise directed, water may be drawn from mains owned by or supplying water to the City.

Water shall not be applied in a manner that damages plants, stakes or adjacent areas. Each planting bed shall be carefully filled with water in a manner that does not erode the soil or mulch. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor will be responsible for obtaining any necessary permits or permissions and abiding by all City ordinances and laws.

The Contractor must have all tools, permissions, and permits necessary for using city hydrants in their possession at time of planting to ensure that this specification is adhered to. If conditions do not allow the use of City water sources, the Contractor must obtain its own source of water. No direct payment shall be made for water obtained from other than City sources, but the cost thereof shall be deemed included in various items of the contract.

During dry conditions as defined by the Division of Park Maintenance, the Contractor will add to water a wetting agent product that is meant to aerate soil and allow for more water to penetrate such as Yuccah® Wetting Agent, or DIEHARD™ Soluble Yucca Extract as manufactured by Plant Health Care, or Horticultural Alliance, Inc., or an approved equal. An anti-desiccant to help prevent loss of water through transpiration shall also be used when directed by the Forester. The anti-desiccant product, approved by the Forester, must be mixed into water at appropriate ratios (Contractor must follow product instructions).

Any watering bags (if applicable) shall be removed at the end of the watering season in October and replaced at the first watering in May during the guarantee period or as directed by the Forester.

WATERING DURING GUARANTEE:

Watering shall also take place throughout the guarantee period for all trees under this contract, at least twenty (20) gallons at two-week intervals from May 15 to October 31. The Forester may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Forester may order more frequent watering than scheduled or order watering during non-scheduled periods.

Prior to watering under the guarantee period, the Contractor shall be responsible for providing the contact information, a valid cell phone number, and compatible cellular device as specified herein for all watering crews during the guarantee period so that the Forester or Park Maintenance representative may contact individual crews to confirm their exact location. The Forester or a Park Maintenance representative may at times require proof of watering such as a photo of each tree after watering or the locations of the crew/s to be directly monitored.

MAINTENANCE AND GUARANTEE: The Contractor shall maintain all planted trees and new planting areas within the limits of this contract, and in accordance with the plans, specifications, and directions of the Forester, until two (2) years after issuance of a written determination of planting completion. If a tree dies during the two year guarantee the Contractor is still responsible for weeding and maintaining the tree bed until and after the tree is replaced.

Maintenance shall include weeding, cultivating, edging, control of insects, fungus, and other diseases by means of spraying (if so directed by the Forester) with an approved insecticide or fungicide, pruning, adjustment and repair of stakes, and woven polypropylene material, repair of minor washouts, soil replacement and other horticultural operations necessary for the proper growth of all trees, and for keeping the entire area within the contract limits neat in appearance. All planting areas shall be cultivated and weeded with hoes or other approved tools within the period from May 15th to October 31st, and such cultivating and weeding shall be repeated at least every two (2) weeks. Weeds shall be removed with the root, weed whackers may not be used. Under no conditions shall weeds be allowed to attain more than six (6) inches of growth including weeds within tree beds where a tree has died, is missing, or has been vandalized and is scheduled to be replaced. The cost of maintenance shall be included in the price bid. All maintenance and punch list work once completed will need to be documented and will be inspected by the Forester or Park Maintenance representative.

Pavement and/or soil/mulch level in the tree bed shall be maintained flush with adjacent pavement during the guarantee period. At the expiration of the guarantee period the Contractor shall leave the area around the tree cultivated and weed free.

REPLACEMENT: The Contractor shall replace, in accordance with the contract plans and specifications, any planted tree that is dead or, in the opinion of the Forester, is in an unhealthy or unsightly condition, and/or has lost its natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, or other causes including vandalism, prior to planting completion, within 21 days when trees are available or in the next planting season when trees cannot be dug. There shall be a two (2) year guarantee on trees commencing upon issuance of a written determination of planting completion. When instructed by the Forester, the Contractor shall replace trees that have died within the two year guarantee period after planting completion in the next appropriate planting season even when the next planting season falls outside the two year period. The topsoil in the tree bed shall be changed when any replacement tree is planted at no cost to the City unless otherwise directed by the Forester. All items within the tree bed including tree guards, perennials, bulbs, etc. shall remain on site and be replaced neatly at no additional cost to the City.

Trees that die, have been vandalized, and/or are missing within the two (2) year guarantee period shall be replaced as many times as necessary so that there is a live tree at each location at the end of the guarantee period. Trees that are missing for whatever reason at the guarantee inspection shall be replaced prior to the final payment. The cost of all labor and materials to replace a tree shall be included in the unit price bid for the various furnished items of the contract. Excavation work necessary to replace the tree including the removal of bricks or asphalt shall also be included in the bid price.

Replacement trees for this item will be supplied by a tree procurement nursery that has been contracted with the City.

Where dead trees have been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead material, including stakes, and ties within three (3) weeks of notification by the Forester or his/her designated representative. The Contractor shall add topsoil, grass seed or appropriate paving material at the direction of the Forester to the bed to eliminate potential tripping hazards at the time of removal.

MEASUREMENT AND PAYMENT: The quantity of PLANT PROCURED STREET TREES, 2.0 - 2.5", 2.5-3" and 3.0-4" INCHES CALIPER to be paid for under this item shall be the number of trees of each size and species, planted, and maintained, in accordance with the details and specifications, to the satisfaction of the Forester.

The price bid shall be a unit price for EACH street tree of each size planted, and shall include the cost of inspecting the trees procured for the contract by the City at the tree procurement nursery, planting, pruning, staking, mulching, procuring and installation of sidewalk decals and notification flags, procuring and installation of galvanized soft steel cable with locking seal and tree tag, watering, maintaining, and replacing all trees, and all other work incidental thereto, in accordance with the sketches and specifications, to the satisfaction of the Forester.

The price of water, regardless of the source, is deemed included in the unit price bid. No extra payment shall be made for water obtained from the Contractor's own source.

----- **END OF ITEM** -----

ITEM #7 UNCLASSIFIED EXCAVATION

WORK: Under this item the Contractor shall do all excavating, not included under other items, required for grading, trenching, paving, curbs, and preparing planting areas and shall dispose of excavated materials in accordance with the plans, specifications and directions of the Forester.

DEFINITION: Excavation shall be defined as the removal of fence footings, pavements (including concrete pavement reinforced with welded wire mesh), all curbs, earth, boulders, buried timbers, broken concrete pieces, unit masonry foundations e.g. concrete block, brick and other materials of any nature whatsoever encountered that will not require special rock or hoe ram type heavy concrete breaking equipment. Where directed, excavation within the tree protection zone shall be performed with equipment of lighter weight to avoid compaction, as approved by the Forester.

PROTECTION OF EXISTING TREES AND SHRUBS: All tree and shrub roots exposed by excavating operations must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a MAXIMUM of forty-eight (48) hours, until backfill is complete as directed by the Forester. If directed, soaker hoses shall be installed to facilitate properly moist conditions. No roots greater than 1" shall be cut without written permission of the Forester.

SUBGRADE: All soft, boggy, clayey or other objectionable material below the proposed subgrade shall be removed, and the area refilled with acceptable material.

SOD: Sod removed from excavation shall be disposed of to the satisfaction of the Forester.

BOULDERS: The Contractor shall remove all boulders, stone or pieces of concrete, lumber, iron or other material that project above subgrade. Any stone larger than two (2) cubic feet in volume shall not be placed within two (2) feet of the finished surface.

BOTTOMS OF EXCAVATIONS: The Contractor shall level the bottoms of all excavations accurately to the lines and levels shown on the plans or as directed by the Forester to receive the bottoms of footings or other work supported on soil.

SURPLUS: Excess material excavated by the Contractor shall be properly disposed of by the Contractor at the Contractor's expense.

INSPECTION: When the excavations have been carried to the required depth as shown on the drawings, the Contractor shall do no more work until after inspection by the Forester, who shall order the other work to proceed, or further excavation, as the conditions indicate. No other work shall be done until the excavations therefore have been approved by the Forester.

BACKFILL: After inspection and approval of depth of the excavation, the excavated area shall be carefully backfilled with topsoil as directed by the Forester. No direct payment shall be made for rehandling of excavated materials for any purposes necessary to complete the work as shown on the plans, but the compensation will be considered as having been included in the price bid for excavation. Rehandling of excavated materials may be paid for as excavation when the same is made necessary by changes of plans and is ordered in writing by the Forester.

BAILING AND DRAINING: The Contractor shall furnish all materials, appliances and labor required to keep the site of the work free from water, ice and snow during construction.

UTILITIES AND SERVICES: It is the Contractor's responsibility to detect and protect existing utilities (to remain) from damage during construction. Prior to start of construction the Contractor is required to notify New Jersey 811, 1 Corporate Place South, Suite 150 Piscataway, NJ 08854 when excavation operations are to be conducted in the installation of any item of work which is deemed part of the original contract provisions or is specifically ordered by the Division of Park Maintenance. The Contractor's obligation to protect utilities is not relieved by calling One-Call. The Contractor shall understand that not all utilities will be identified by the One-Call Center and the Contractor is still responsible to locate these and other utilities, to the best of its ability, using electronic probes, or other methods, prior to the start of excavation. The Contractor shall then proceed cautiously and perform hand excavation, as necessary, to protect the utility as directed by the Forester, at no extra cost to the City. If a utility is inadvertently damaged, it is the Contractor's responsibility to restore that utility to operating condition, equal to that existing prior to damage. The Contractor shall remain at the site with the damaged utility until it has been restored and there is no danger to the public (i.e. Exposed live electrical wires, etc.).

MEASUREMENT AND PAYMENT: The quantity of UNCLASSIFIED EXCAVATION to be paid for under this item shall be the number of cubic yards of material, measured in its original position, excavated and disposed of as directed by the Forester. The price bid for unclassified excavation shall be a unit price per CUBIC YARD and shall include the cost of all labor, materials, equipment and incidental expenses necessary for the excavation, disposal of excavated material, pumping, and other incidental work and expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Forester.

For computation of quantities of excavation, no deductions shall be made in the areas of any cross section for any pipe or similar obstruction unless the area of such obstruction is greater than one square foot. Unless otherwise specified, all Excavation payment lines shall be produced from neat lines except as follows: Payment lines for pipes, drainage structures and building walls shall be as shown on Drainage Details - Number 2 of D.P.R. Standard Details. Removal of all curbs (including those with steel reinforcement) shall be paid for under this item.

-----**END OF ITEM**-----

ITEM #8 CONCRETE PAVEMENT W/O BASE – 4”

WORK: Under these items the Contractor shall furnish and place cement concrete pavements without base in accordance with the plans and specifications and directions of the Forester.

Pavement shall consist of a single course, thickness as shown on the plans or directed by the Forester to conform to City pavement requirements. This work shall also include any excavation of soil, pavers, asphalt, removal of debris, or removal of stumps less than eight (8) inches or less that will be necessary to pour the concrete pavement. All concrete restorations shall be full flag restorations to comply with City standards or as approved by the Forester.

MATERIALS:

Cement: Air Entraining Gray Portland Cement shall comply with the ASTM Specifications for Portland cement, Designation C150. It shall be Type IIA, moderate sulfate resistant.

Pigmenting: In lieu of gray cement, white cement shall be pigmented with dispersed carbon black (concrete grade) to produce a light gray color. Dispersed carbon black shall be similar to Carbo Jet as manufactured by Sonneborn-ChemRex Inc., or an approved equal. Carbo Jet shall be mixed at a rate of 2 lbs or 2 pints per bag of cement. The air content of the concrete must not be changed by more than ten (10%) percent by addition of 2%, by weight of concrete, of the dispersed carbon black. An integral color admixture may be substituted. The color admixture shall be a single component, pigmented, water reducing concrete admixture such as CHROMIX ADMIXTURE for color conditioned concrete (Tint No. C-14) as manufactured by L.M. Scofield Co., Douglasville, Ga., or an approved equal. Colored Concrete shall contain the required number of pounds of color admixture per sack of cement. Admixture shall be thoroughly and uniformly mixed into the concrete. All batching, placing, finishing, and caulking shall be in accordance with Scofield's Tech-Data Bulletin A-304, or Manufacturer's Instructions. All coloring admixtures shall conform to the requirements of the Standard Specification for "Pigments for Integrally Colored Concrete" of A.S.T.M. Designation: C979.

Concrete Pavement: The pavement shall consist of a single course thickness and reinforcement placed as shown. The batch shall contain a minimum of six (6) bags of cement per cubic yard of concrete, maximum of 6 1/4 gallons of water per bag, a maximum of three (3") inch slump, and compressive strength of 3,200 psi. Large aggregate shall be limited to one (1") inch.

Expansion Joint: The expansion joint material shall be one of the following:

A pre-moulded bituminous fiber joint filler (requires a bond breaker and sealant) or,

A pre-moulded closed cell expanded polyethylene foam joint filler such as Sonoflex F by Sonneborn Corporation, Shakopee, MN (requires only sealant) for an approved equal.

Bond Breaker: If bituminous fiber material is used, a bond breaker such as one-half (1/2) inch width polyethylene tape or five-eighths (5/8) inch diameter expanded polyethylene foam backer rod shall be installed as recommended by manufacturer. A bond breaker will not be required for a pre-moulded foam joint, but sealant is always required.

Sealant: Prepared expansion joints shall be coated with a primer followed by installation of a bond breaker and a self-leveling two-component polyurethane-based elastomeric sealant. The Contractor shall apply Sikaflex 429

primer with Sikaflex - 2C, SL sealant, or Sonneborn 733 primer with Sonolastic SL 2 sealant, or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant. Sikaflex products are manufactured by Sika Corp., Lyndhurst, N.J. Sonolastic products are manufactured by Sonneborn and Chem Rex, Inc. Shakopee, MN.

INSTALLATION:

Forms: Forms shall be made of substantial material (preferably steel or wood), with suitable metal dividing plates and of sufficient strength to satisfactorily resist distortion when fastened together and secured in place. Forms and dividing plates shall be of a depth not less than that of the thickness of the concrete slab, be properly located with tops set to the designated sidewalk surface and be left in place until the concrete is set.

Construction: Foundation shall be wetted immediately before concrete is placed. The concrete shall be placed within the forms and thoroughly tamped until the surface is at the finished grade.

The top surface shall be finished to true smooth planes by troweling and finally by wood floats. Each rectangular slab shall have all edges neatly rounded with proper tools and be bounded on all sides by a troweled border about one (1) inch in width.

Slabs: Pavement shall be constructed in independent rectangular slabs, four to five feet long, or in approximately twenty (20) foot slabs between expansion joints, as shown on the plans or directed by the Forester. Sidewalks shall conform to City pavement requirements. Also, the expansion joints shall be constructed after every 400 square feet of concrete paving, unless otherwise required. When pavement is constructed in independent slabs, they shall be separated by joints approximately one-quarter (1/4) inch wide. When twenty (20) foot slabs are placed, tooled dummy joints shall be provided as directed. Adjacent to structures, (manholes, hydrants, etc.) expansion joints and sealant shall be installed.

Expansion Joints: For sidewalks, the expansion joints shall conform to City pavement requirements. After the concrete is placed, finished, and set, and the bond breaker, if necessary, installed, the space as shown in the drawings shall be filled with a poured joint sealant. Thoroughly clean expansion joints of dirt, loose particles, asphalt, tar, paint, wax, water-proofing, and curing compounds. When dry, apply primer to the clean dry surfaces by brushing on a thin uniform coat. Allow primer to dry, tack free. Fill joint with joint filler where necessary and compressible backer rod and leave a 1/2 inch deep void for placement of sealant. Cover adjacent sides of joints with masking tape to prevent spillage onto pavement.

Sealant: Fully mix the two component sealant and pour into joint slot in one direction and allow to flow and level out as necessary. Smaller joints can be filled from a bulk-loading gun. Fill joints from bottom to prevent air voids. Tool lightly to smooth out ripples and maximize adhesion to the sides of joints. If bubbles form, wait 5-10 minutes before tooling to break the bubbles. Remove excess sealant promptly as the work progresses and clean adjacent surfaces. Remove masking tape.

Install sealant in accordance with manufacturer's instructions including allowable minimum temperature of 40 degrees Fahrenheit. If the Contractor wishes to install concrete below temperatures below 40 degrees Fahrenheit, an installation plan must be submitted and approved by the Forester in advance of commencing work.

REPLACEMENT: The Contractor shall replace, in accordance with the contract plans and specifications, any concrete work that is in the opinion of the Forester, is an unacceptable or unsightly condition including any vandalism that may occur to concrete prior to the acceptance of the work.

PROTECTION AND CURING: Pavement shall be carefully protected from the drying effects of the sun and wind, traffic, or other causes by means of suitable guards and coverings, and shall be kept moist for a period of three (3) days.

MEASUREMENT AND PAYMENT: The quantity of CONCRETE PAVEMENT *W/O* BASE-4" to be paid for under these items shall be the number of SQUARE YARDS of pavement, of each thickness, constructed as shown on the plans or as directed by the Forester. The price bid shall be a unit price per SQUARE YARD and shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work including expansion joint material and sealant, all in accordance with the plans and specifications to the satisfaction of the Forester.

-----**END OF ITEM**-----

-----**END OF SCOPE OF WORK**-----

JERSEY CITY 2020 TREE PLANTING
CONTRACTOR PROPOSAL FORM

The contract executed by the City and the successful bidder shall be an open-ended contract. The City reserves the right request work to be completed per each item at the City's discretion. This contract shall not exceed the planting of 750 trees in total.

Contractor Name/Address/Phone/Email:

Eastern Landscape Contractors, Inc.
788 Shrewsbury Ave Ste 2222
Tinton Falls, NJ 07724
(908)502-5858 email: jfeldman@easternlandscape.com

Please see Scope of Work for more detailed specifications of each item

Item # Item Description

#1 Preparing New sidewalk tree beds

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.).
Work: Performs saw cutting.
Work: Manual removal of soil and concrete to the depth of root ball.
Work: Haul all excavated material off-site and dispose of properly.
Work: Place topsoil in tree beds.

Description: The price bid shall be a **unit price per square foot** of new sidewalk beds prepared, and shall include the cost of saw cutting and removing sidewalk, excavating plant beds, removal of stumps and dead trees up to and including 8" in diameter in designated beds, furnishing and incorporating approved Topsoil in all tree beds, and all other work incidental thereto, in accordance with sketches, specifications, and to the satisfaction of the Forester.

Quote: \$ 23.00 per 1 square foot of new sidewalk beds prepared

Example Quantity Calculation:

\$ 57,500 Total price per 2,500 square feet of new sidewalk beds prepared
(2500 x Unit Price = Total)

#2 Preparing Existing Sidewalk Tree Beds

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.).
Work: Manual removal of soil and pavers to the depth of root ball.
Work: Place topsoil in tree beds.

Work: Haul all excavated material off-site and dispose of properly.

Description: *The price bid shall be a unit price per square foot of existing sidewalk beds prepared, and shall include the cost of removal of existing block pavements and/or existing asphalt pavement, excavating plant beds, removal of stumps and dead trees up to and including 8" in diameter in designated beds, furnishing and incorporating approved topsoil in all tree beds, and all other work incidental thereto, in accordance with sketches, specifications, and to the satisfaction of the Forester.*

Quote: \$ 22.00 per 1 square foot of existing sidewalk tree beds prepared

Example Quantity Calculation:

\$ 55,000.00 Total price per 2,500 square feet of existing sidewalk tree beds prepared
(2500 x Unit Price = Total)

#3 Preparing Lawn Tree Beds

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.).

Work: Manual removal of soil/grass to the depth of root ball.

Work: Place topsoil in tree beds.

Work: Haul all excavated material off-site and dispose of properly.

Description: *The price bid shall be a unit price per square foot of lawn tree beds prepared, and shall include the cost of excavating plant beds, removal of stumps and dead trees up to and including 8" in diameter in designated beds, furnishing and incorporating approved topsoil in all tree beds, and all other work incidental thereto, in accordance with sketches, specifications, and to the satisfaction of the Forester.*

Quote: \$ 19.00 per 1 square foot of lawn tree beds prepared

Example Quantity Calculation:

\$ 47,500.00 Total price per 2,500 square feet of lawn tree beds prepared;
(2500 x Unit Price = Total)

#4 Plant Procured Street Trees at 2 -2.5" Inch Caliper

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.) to move tree from trailer to tree bed by machine.

Work: Safe Transportation of tree. Driving from site to site.

Work: Plant tree in the planting bed.

Work: Installation of approved wooden stakes and woven polypropylene ties

Work: Apply 2-4 inches of approved shredded bark mulch over planting area

Work: Sweeping/Cleaning Site.

Work: Maintain tree during 2-year warranty period (i.e. Watering, pruning, weeding, stake maintenance/removal, and Dead tree replacement)

Description: *The price bid shall be a unit price for EACH street tree planted and shall include the cost of inspecting the trees procured for the contract by the City at the tree procurement nursery, planting, pruning, staking, mulching, watering, maintaining, and replacing all trees, and all other work incidental thereto, in accordance with the sketches and specifications, to the satisfaction of the Forester.*

Quote: \$ 675.00 per each 2"-2.5" caliper tree planted

Example Quantity Calculation:

\$ 67,500.00 Total price to plant 100 - 2"-2.5" caliper trees; (100 x Unit Price = Total)

#5 Plant Procured Street Trees at 2.5-3" Inch Caliper

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.) to move tree from trailer to tree bed by machine.

Work: Safe Transportation of tree. Driving from site to site.

Work: Plant tree in the planting bed.

Work: Installation of approved wooden stakes and woven polypropylene ties

Work: Apply 2-4 inches of approved shredded bark mulch over planting area

Work: Sweeping/Cleaning Site.

Work: Maintain tree during 2-year warranty period (i.e. Watering, pruning, weeding, stake maintenance/removal, and Dead tree replacement)

Description: *The price bid shall be a unit price for EACH street tree planted and shall include the cost of inspecting the trees procured for the contract by the City at the tree procurement nursery, planting, pruning, staking, mulching, watering, maintaining, and replacing all trees, and all other work incidental thereto, in accordance with the sketches and specifications, to the satisfaction of the Forester.*

Quote: \$ 700.00 per each 2.5"-3" caliper tree planted

Example Quantity Calculation:

\$ 210,000.00 Total price to plant 300 - 2.5"-3" caliper trees; (300 x Unit Price = Total)

#6 Plant Procured Street Trees at 3"-4" Inch Caliper

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.) to move tree from trailer to tree bed by machine.

Work: Safe Transportation of tree. Driving from site to site.

Work: Plant tree in the planting bed.

Work: Installation of approved wooden stakes and woven polypropylene ties

Work: Apply 2-4 inches of approved shredded bark mulch over planting area

Work: Sweeping/Cleaning Site.

Work: Maintain tree during 2-year warranty period (i.e. Watering, pruning, weeding, stake maintenance/removal, and Dead tree replacement)

Description: *The price bid shall be a unit price for EACH street tree planted and shall include the cost of inspecting the trees procured for the contract by the City at the tree procurement nursery, planting, pruning, staking, mulching, watering, maintaining, and replacing all trees, and all other work incidental thereto, in accordance with the sketches and specifications, to the satisfaction of the Forester.*

Quote: \$ 1,300.00 per each 3"-4" caliper tree planted

Example Quantity Calculation:

\$ 65,000.00 Total price to plant 50 - 3"-4" caliper trees; (50 x Unit Price = Total)

#7 Unclassified Excavation

Work: Safely operates equipment (backhoe, bobcat, skid loader, etc.) to excavate material.

Work: Manually remove all unacceptable material.

Work: Haul and transport all unacceptable material off-site and disposed of properly.

Description: *The price bid for unclassified excavation shall be a unit price per CUBIC YARD and shall include the cost of all labor, materials, equipment, and incidental expenses necessary for the excavation, disposal of excavated material, and other incidental work and expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the forester.*

Quote: \$ 250.00 per 1 Cubic Yard of unclassified sidewalk excavation

Example Quantity Calculation:

\$ 2,500.00 Total price per 10 Cubic Yards of unclassified sidewalk excavation

#8 Concrete Pavement w/o Base – 4"

Work: Setting forms and grades

Work: Installing and finishing concrete pavement

Description: *The price bid shall be a unit price per SQUARE YARD and shall include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work including expansion joint material and sealant, all in accordance with the plans and specifications to the satisfaction of the forester.*

Quote: \$ 500.00 per 1 square yard of concrete pavement without base – 4"

Example Quantity Calculation:

\$ 5,000.00 Total price per 10 square yards of concrete pavement without base – 4"

Note: In all places where Forester is written, a representative of the Division of Park Maintenance may also share the duty and/or responsibility. The representative will be assigned in writing by the Forester or the Director of Park Maintenance.

The contractor agrees to perform all labor necessary and provide all material, equipment, and vehicles required to complete all work as described in the specifications for unit cost.

Minimum amount of trees to be planted – 0 (Zero) Trees

Maximum amount of trees to be planted – 750 (Seven Hundred and Fifty) Trees

All Quotes shall be based on these numbers and unit cost per item

Please complete the calculation sheet on page 6 before submitting your final bid

Please sign below to certify that you have read and understood the item specifications of this tree planting contract.


Contractor's Signature: Jennifer M. Feldman Jennifer M. Feldman - President

Date: 6/8/2020

Forester/Division Director Signature: _____

Date: _____

JERSEY CITY 2020 TREE PLANTING CONTRACT
Total Contract Bid Calculation Sheet

Item #	Item Description	# of units	Billed per	Estimated Units X cost per unit		Estimate Total Cost
1	Prepare New Sidewalk Tree Bed	2,500	Square Foot	2,500 X \$	23.00 per sq ft	\$ 57,500
2	Prepare Existing Sidewalk Tree Bed	2,500	Square Foot	2,500 X \$	22.00 per sq ft	\$ 55,000
3	Prepare Lawn Tree Bed	2,500	Square Foot	2,500 X \$	19.00 per sq ft	\$ 47,500
4	Plant 2-2.5" Caliper Tree	100	Single Unit	100 X \$	675.00 per tree	\$ 67,500
5	Plant 2.5-3" Caliper Tree	300	Single Unit	300 X \$	700.00 per tree	\$ 210,000
6	Plant 3-4" Caliper Tree	50	Single Unit	50 X \$	1,300.00 per tree	\$ 65,000
7	Unclassified Excavation	10	Cubic Yard	10 X \$	250.00 per cu yd	\$ 2,500
8	Concrete Pavement w/o Base - 4"	10	Square Yard	10 X \$	500.00 per sq yd	\$ 5,000
Total Contract Bid Price = \$						\$ 510,000
 (SIGNATURE AND DATE)						

-----End of Bid Quote Worksheet-----

**CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGEMENT FORM
GOODS AND GENERAL SERVICES CONTRACTS**

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and the bid will be rejected. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: Eastern Landscape Contractors, Inc.

Street Address: 788 Shrewsbury Ave. Ste. 2222

City, State, Zip Tinton Falls, NJ 07724

Authorized Signature: [Handwritten Signature]

Date: 6/8/2025

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: Eastern Landscape Contractors, Inc.

By: Jennifer M. Feldman
Signature

Name of above: Jennifer M. Feldman
Print

Title: President

Date: 6/8/2020

f: Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts, whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Balance to be Completed	Estimated Date of Completion
NJDOT	Bridge W 55/56 Wall, NJ	Tree Planting		\$10,725	0	11/1/2019
NYC DDC	Randall's Island Queens, NY	Tree Planting/ Seeding		1100,000	0	12/29/2019
NJDOT	Woodland Park, NJ	Tree Replacement		\$3,950	0	3/25/2020
USPS	Easton, PA	Tree Replacement		17,125	0	3/28/2020
NJTA	Freehold, NJ	Tree Removal and seeding		\$82,473	0	4/27/2020
NJTA	Pemberton, NJ	Tree removal and seeding		\$11,650	0	4/27/2020
NJTA	Forked River, NJ	Seeding, Irrigation, Planting, Erosion, matting, mulching,		\$147,185	0	6/2/2020
NJDOT	Clifton, NJ	metal edging, fertilizing, seeding, mulching, planting		0	\$352,918.15	15 Spring 2021
NJDOT	Jersey City, NJ	tree removal, fertilizing, seeding, mulching, planting		0	\$1,056,645	Spring 2021

f: Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts, whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Balance to be Completed	Estimated Date of Completion
NJTA	Camden, NJ	silt fence top soil, seeding matting planting		0	\$62,696	9/2020
NJDOT	Morris County, NJ	turf repair strips		0	\$23,100	9/2020
DOT	Somerset County, NJ	turf repair strips		0	\$104,828	9/2020
PANYNJ	Manhattan, NY	tree protection		0	\$7640	7/2020
NYCSCA	Queens NY	tree removal/ planting		0	\$180,975.75	8/2020
NYCDPR	Manhattan NY	tree guards mulching matting stump removal	tree removal top soil seeding sod	0	\$110,825	11/2020
NJDOT	Mercer County NJ	top soil turf repair regrading Berish		0	\$19,850	9/2020
NJDOT	Somerset County, NJ	turf strip repair		0	\$34,415	9/2020
City of Jersey City	Jersey City, NJ	planting top soil seeding install stone		0	\$77,553.85	11/2020

Plant and Equipment Questionnaire

Submitted to: City of Jersey City

By: Eastern Landscape Contractors, Inc. A Corporation
A Co-partnership
An Individual

Principal Office: 700 Shrewsbury Ave. Ste. 2222 Tinton Falls, NJ 07724

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

a: In what manner have you inspected the proposed work? Explain in detailed.

- visited numerous sites in JC for street tree planting
- examined logistics, safety, parking
- confirmed equipment necessary to complete tasks

b: Explain your plan and layout for performing the proposed work.

- ① finalize list of materials, locations, work to be performed
- ② call for mark outs
- ③ saw cut ahead of main crew where needed
- ④ go in sequential order of how sites are routed
- ⑤ break up concrete
- ⑥ excavate
- ⑦ plant, backfill, water according to specifications

c: The work, if awarded to you, will have the personal supervision of whom?

Donald Fuentes - Vice President
Steven Zohn - Project Manager

d: Do you intend to do the grading on the proposed work with you own forces? yes

If so, give type of equipment to be used.

Dingo Wide Tracks with Grading Attachments

e: Do you intend to sublet any portions of the work? no

If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each below, failure to do so will automatically result in rejection of this bid.

g: What equipment do you have that is available and intended to be used on the proposed contract?
(Table 1)

Quantity	Item	Description, Size, Capacity, etc.	Condition	Years of Service	Present location
1		Walk behind concrete saw cutter	excellent	new	Eastern Yard
1		Skid Steer High Flow	excellent	8	Eastern Yard
1		50 John Deer Mini Tractor Ho.e	excellent	2	Eastern Yard
2		F 550 Dump Truck	excellent	new	Eastern Yard
2		7 ton trailer	excellent	new	Eastern Yard
1		1997 Ford Rack Truck 18 ft.	excellent	23	Eastern Yard
1		3300 FINN Hydroseeder	excellent	14	Eastern Yard
1		20 Ton Trailer	good	5	Eastern yard
1		F 350 Ford Crew Cab	excellent	new	Eastern Yard
1		F 250 Pickup	excellent	4	Eastern Yard
1		3 ton trailer	excellent	new	Eastern Yard

h: What equipment do you intend to purchase or lease for use on the proposed project? (Table 2)

Quantity	Item	Description, Size, Capacity, etc.	Condition	Years of Service	Present location
1		Vermeer 19 inch Chipper	excellent		will rent
1		Vermeer walk behind stump grinder	excellent		will rent

I: Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

Yes - verbally

The undersigned hereby declare(s) _____ that the items of equipment in Table 1 are owned by Eastern Landscape Contractors, Inc. and are available for and intended to be used on this Project, If

Eastern Landscape Contractors, Inc. awarded the contract, and he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at: 2020 this 8th

Day of June

Eastern Landscape Contractors, Inc.

Name of Organization

By Jennifer M. Feldman

President
Title of Person Signing

STATE OF Texas

Ss:

COUNTY OF Dallas

Jennifer Feldman, being duly sworn, deposes and says that he is President of the above Eastern Landscape Contractors, Inc.
Name of Organization

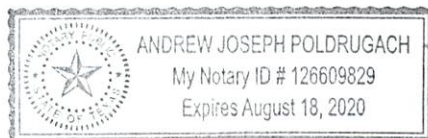
And that answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this day 8th

Day of June 2020

Andrew Poldrugach
Notary Public

My commission expires 08/18/2020



CERTIFICATE OF EXPERIENCE

Jennifer M. Feldman hereby certifies that Eastern Landscape Contractors, Inc. has performed the following work within the past three (3) years:

OWNER'S NAME	CONTRACT AMOUNT	TYPE OF WORK	OWNER'S REPRESENTATIVE IN CHARGE OF WORK (include address and phone number)	APPROX. DATES
NJDOT	\$10,725	tree planting	JOHN W. GUNER 973-300-4709	11/1/2019
NVCDDC	\$100,000	tree planting/seeding	MIAE CARDOSA 732-946-9810	12/29/2019
NJDOT	\$3,950	tree replacement	JOE DEWITO 609-647-1442	3/25/2020
USPS	\$7,125	tree replacement	ROD SIEDIECH 201-795-1222	3/28/2020
NJTA	\$82,473	tree removal/seeding	JOHN SANTOS 732-742-7433	4/27/2020
NJTA	\$11,650	tree removal/seeding	JOHN SANTOS 732-742-7433	4/27/2020
NJTA	\$147,185	seeding, irrigation, planting, erosion control, thatting metal edging	LINA FIGARO 908-823-0022	6/2/2020

THIS FORM MUST BE FILLED IN BY BIDDER

NON COLLUSION AFFIDAVIT

**STATE OF NEW JERSEY
CITY OF JERSEY CITY sis:**

I certify that I am President

of the firm of Eastern Landscape Contractors, Inc.

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent 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 City of Jersey City 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.

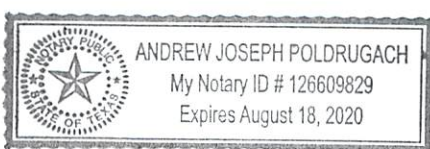
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of Respondent) Andrew M. Feldman

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 8th Day of June OF 2020

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Texas Andrew Poldrugach
MY COMMISSION EXPIRES: 20 Andrew Poldrugach
08/18/2020



**NOTE:
THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS
PROPOSAL**

BID GUARANTEE

Attach herewith is a: (Check one)

- Certified Check
- Cashier's Check
- (Bid Bond)

In the amount of \$ 510,000 representing 10% of the total amount bid, but not Exceeding \$20,000.00.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of not less than 10% of the total amount bid proposal, but in no case need the certified check, cashier's check or bid bond or any combination thereof, exceed \$20,000.00 and shall be not less than \$500.00. No cash will be accepted. The bidder's bond shall be made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute the Bid Bond on behalf of the surety company. Include with the bond such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the Department of Public Works.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US CASUALTY SURETY AND INSURANCE COMPANY
UNITED SURETY INSURANCE COMPANY
292 Newbury Street, #105
Boston, MA 02115

GENERAL INDEMNITY AGREEMENT

This Agreement, made and entered into this 8 day of June, 2020, is executed by the Undersigned for the benefit and in favor of Surety in connection with any Bond, as those capitalized terms are defined below, written on behalf of Eastern Landscape Contractors Inc., herein referred to as "Principal."

1. DEFINITIONS. The following definitions apply in this Agreement:

BOND: Any surety bond, undertaking or similar instrument or agreement, including any extension and renewal thereof, issued by Surety, whether as surety or co-surety, and whether issued before or after the date of this Agreement, for the benefit of or at the request of (a) Principal or any of the Indemnitors; (b) any present or future successor in interest, affiliate or subsidiary of Principal or any of the Indemnitors, whether wholly or partially owned by Principal or one or more of the Indemnitors, or by any business combination including any of them in whole or in part regardless of the business form used; and (c) any third party at the request of Principal, any of the Indemnitors or any of their respective successors in interest, affiliates or subsidiaries described in subsection "b" of this definition.

PRINCIPAL: The person(s) or entity(ies) named above as "Principal," together with any other person or entity named or referred to in any Bond as "principal."

INDEMNITORS: The person(s) or entity(ies) who execute this Agreement or at any time execute any separate agreement that adopts or incorporates the terms of this Agreement, all of whom represent and warrant that they have a substantial material and beneficial interest in Surety's issuance of Bonds on behalf of Principal and in any transaction in which any Principal named herein or that may be named as a "principal" in any future Bond is participating and seeking Bonds from Surety. Indemnitors further acknowledge that their execution of this Agreement is an inducement for Surety's issuance of Bonds upon which Surety is justifiably relying, while Surety is not obligated to issue any Bond pursuant to the terms of this Agreement.

UNDERSIGNED: Principal and all Indemnitors, jointly and severally.

SURETY: UNITED CASUALTY AND SURETY INSURANCE COMPANY, US CASUALTY AND SURETY INSURANCE COMPANY and UNITED SURETY INSURANCE COMPANY, their present or future subsidiaries or affiliates, their reinsurers or any other person(s) or entity(ies) which any of them may procure to act as a surety or as a co-surety on any Bond, or any other person or entity who executes an instrument of suretyship on behalf of Principal at the request of Surety.

CONTRACT: Any agreement entered into by Principal, including but not limited to any agreement that is the subject of any Bond.

EXPENSES: All expenses of whatever kind or nature paid or incurred by Surety, including but not limited to attorneys' fees and/or costs and disbursements, whether of outside or in-house counsel, fees of accounting, engineering or other consultants or experts, all costs of claim investigation and/or claim adjustment.

2. INDEMNITY. Principal and Indemnitors, jointly and severally, agree to indemnify, exonerate and hold Surety harmless from and against any and all claims, demands, liabilities, losses, costs, damages, and Expenses that Surety may pay or incur by reason of or as a result or consequence of Surety's execution of any Bond, including but not limited to all such loss, cost and Expenses relating to: (i) any claim, demand, suit, action, proceeding or judgment arising under, involving or relating to any Bond, whether or not Surety shall make or shall have made any payment in respect thereof; or (ii) any action or proceeding to enforce any of the terms of this Agreement or to obtain recovery from any person of any loss, cost or Expenses incurred by Surety, any unpaid premiums in respect of any Bond, or any advances made or monies loaned to Principal pursuant to Section 7 of this Agreement. In furtherance of the foregoing, and without limiting the foregoing:

- A. The liability of the Undersigned hereunder shall extend to and include all amounts paid or incurred by Surety in the good faith belief that (i) Principal was or might be in default as hereinafter described in Section 3 of this Agreement; (ii) Surety was or might be liable for amounts equal to or greater than the amount paid or incurred; or (iii) such payments might assist in or be advisable in the protection of any of Surety's rights or in the avoidance or reduction of Surety's potential or alleged liability or exposure.
- B. Surety shall have the foregoing rights, irrespective of the fact that Principal may have assumed, or offered to assume, the defense of Surety in any claim, suit, action or proceeding, or may contest or dispute its liability for any claim, demand, default or other matter which Surety deems has created a potential liability or exposure on the part of Surety.
- C. In any claim or suit to enforce any of Surety's rights under this Agreement, a statement of Surety's losses, cost and Expenses sworn to by an officer of Surety, or the other evidence of disbursement by Surety maintained in the ordinary course of business as Surety's paper or electronic business records and/or systems, shall be prima facie evidence of the fact and extent of the liability hereunder of the Undersigned.
- D. For the avoidance of doubt, Surety is entitled to recover its Expenses paid or incurred in any suit, action, proceeding or claim brought or asserted by Surety against the Undersigned to enforce the terms of this Agreement for the benefit of Surety.

3. DEFAULT. Principal shall be deemed to be in Default under this Agreement if any of the following shall have occurred

- A. Principal breaches, abandons or repudiates any Contract, whether or not such Contract is the subject of any Bond.
- B. Any obligee of any Bond declares Principal to be in default of any Contract.
- C. Principal fails to pay in full for any labor or materials in connection with any Contract when such payment is due.
- D. Principal diverts any Contract funds from one contract to another, prior to complete discharge of Surety on any Bond issued in connection with such Contract.

- E. Principal or any Indemnitee breaches any provision of this Agreement.
- F. Principal or any Indemnitee becomes the subject of any agreement or proceedings of composition, insolvency, bankruptcy, receivership, trusteeship, or assignment of creditors.
- G. Principal or any Indemnitee becomes insolvent under any test for insolvency recognized under the U.S. Bankruptcy Code or any similar potentially applicable state statutory provision.
- H. Principal (if an individual), or the owner of more than 30% of the ownership interests in Principal (if an entity) dies, is adjudged mentally incompetent, convicted of a felony, becomes a fugitive from justice or disappears and cannot be located with reasonable methods.

4. **REMEDIES UPON DEFAULT.** In the event of a Default, as defined in Section 3 above, Surety may at its option and sole discretion:

- A. Take over any Contract that is the subject of any Bond and arrange for its completion.
- B. Take possession of Principal's equipment, materials and supplies at the site of the work of any Contract or elsewhere, and utilize the same for completion of any Contract that is the subject of any Bond.
- C. Take possession of the office equipment, books and records of Principal as are necessary for completion of any Contract that is the subject of any Bond.
- D. Enforce all assignment rights provided for in Section 6 hereof.

5. **COLLATERAL SECURITY.** Upon Surety's receipt of any claim, notice of claim, demand, suit, action or proceeding with respect to any Bond, whether or not disputed by the Principal, or if Surety deems it appropriate or advisable, in its discretion, to establish a reserve with respect to any Bond, then the Undersigned shall, within 72 hours of Surety's written demand, deposit with Surety cash or other property acceptable in kind to Surety either in the amount of such reserve or in such other amount as Surety determines, in its sole discretion, will fully protect Surety from all potential loss, cost or Expenses. Such amounts deposited with Surety shall be held and used by Surety as collateral until Surety has received evidence satisfactory to Surety of Surety's complete discharge of all potential liability arising from such claim, demand, suit, action or proceeding, or until Surety has, in its sole discretion, taken down its reserve, or until Surety has been fully reimbursed for all loss, costs, Expenses and unpaid premiums due under the terms of this Agreement. Surety shall have the absolute right to disburse and apply such collateral at any time in payment of amounts incurred, or in reimbursement of amounts paid, for which indemnity to Surety is due under the terms of this Agreement. If said collateral, or collateral previously deposited with Surety is deemed insufficient or no longer acceptable by Surety, the Undersigned shall deposit, upon Surety's demand, such additional, further or substitute collateral as Surety shall deem, in its sole discretion, to be sufficient in kind and amount. Contract balances or other sums due, or that may become due or payable, to Principal under any Contract that is the subject of any Bond does not constitute, and shall not be deemed to be, collateral to Surety, and such amounts shall not be included in the computation of the amount of collateral to which Surety is entitled. The Undersigned expressly agree to indemnify and reimburse Surety against all loss, costs and Expenses incurred or paid by Surety in connection with any claim asserted, or any action or proceeding commenced, by any party asserting any interest in any collateral held by the Surety, or seeking the recovery from Surety of any such collateral, or asserting or seeking to enforce or foreclose upon any lien, encumbrance, claim, position or alleged entitlement to any collateral held by Surety.

6. **ASSIGNMENT.** As security for the performance of all provisions of this Agreement, Principal and Indemnitors hereby assign, transfer, pledge and convey to Surety (effective as of the date of issuance of any Bond, but only in the event of Default referred to in Section 3 above) all of their rights in the following:

- A. All subcontracts let in connection therewith and surety bonds or guarantees issued on behalf of such subcontractors.
- B. All machinery, plant equipment, or tools which shall be upon the site or sites of the work or elsewhere for the purpose of any Contract, including all material ordered for any Contract.
- C. Any and all sums due or which may at any time become due under any Contract.
- D. All rights arising out of all insurance policies, notes, accounts receivable and general intangibles.

This Agreement constitutes a Security Agreement, and Surety may at any time, and without prior notice to any of the Undersigned, file or record one or more financing statements or other documents pursuant to the Uniform Commercial Code or other applicable statute with respect to the recordation or perfection of security interests to secure the security interests granted to Surety.

7. **ADVANCES.** Surety has the right, but not the obligation, to make advances of funds to Principal and upon such terms as Surety shall deem satisfactory, acceptable and advantageous to Surety, in its sole discretion, and without notice to or consent of any of the Indemnitors. All advances shall constitute losses under the terms of this Agreement, for the repayment of which the Undersigned are obligated to Surety hereunder.

8. **CLAIMS.** Surety has the exclusive right determine whether any claim, suit, demand, liability or judgment made or commenced against Surety on any Bond shall be paid, settled, compromised, resisted, defended, tried or appealed, and such determination shall be binding upon the Undersigned. Surety shall have the right to incur such Expenses in handling a claim as it shall deem appropriate or useful, in its sole discretion. The Undersigned agree to give to Surety prompt notice of any facts which might arise or come to any of their attention relating to any claim, potential claim, action or proceeding against Surety under any Bond.

9. **ACCESS TO BOOKS, RECORDS AND OTHER INFORMATION.** At any time until Surety shall have been provided with conclusive evidence satisfactory to Surety, in its sole discretion, of Surety's complete discharge from all liability and exposure under any Bond without any unreimbursed loss, cost or Expenses for which payment is due under the terms of this Agreement, Surety shall have right to (i) freely examine and copy the books, records and accounts of Principal and Indemnitors at their office or other business location, through Surety's own representatives or designees; (ii) copies of the periodic and updated financial and other information regarding Principal and Indemnitors as requested by Surety, including but not limited to federal and state tax returns, accountants' reports, bank or other account statements, results of union or other periodic audits and all similar and like materials; and (iii) communicate with third parties, including but not limited counter-parties to any Contract, depositories of funds, suppliers or labor, subcontractors or others involved in the work being performed by Principal, to obtain information regarding the financial condition of Principal or Indemnitors; and (iv) inspect any construction project that is the subject of any Bond and observe and photograph or otherwise memorialize the status of the work being performed, whether on or off the jobsite. Surety may furnish any information that it now has or may hereafter acquire concerning Principal or Indemnitors to other persons, firms or entities for the purpose of procuring co-suretyship or reinsurance, or of advising such persons, firms or entities as Surety may deem appropriate.

10. **POWER OF ATTORNEY.** Principal and Indemnitors hereby irrevocably nominate, constitute, appoint and designate Surety or its designee as their Attorney-in-Fact, with the power, but not the obligation, to exercise all of the rights assigned, transferred and set over to Surety by Principal and Indemnitors in this Agreement, and to make, execute and deliver any and all additional or other assignments, instruments, documents or papers, including

but not limited to: the endorsement over to Surety of checks or other instruments payable to Principal or Indemnitors consistent with the rights afforded Surety under this Agreement; and the execution of such other and further documents or instruments that Surety deems reasonably necessary to give full effect to the intent and purposes of this Agreement and to secure and/or enforce Surety's rights hereunder. Principal and Indemnitors acknowledge that this irrevocable power of attorney is granted to surety to protect surety's substantial rights and interests, and hereby ratify and affirm all acts and actions taken and done by Surety or its designee as such Attorney-in-Fact.

11. TRUST FUNDS. The Undersigned acknowledge that Surety has a beneficial interest in the proceeds of each Contract that is the subject of a Bond, and that Principal therefore holds all such proceeds as trustee for the benefit of Surety, as beneficiary, the permissible uses of such trust proceeds by Principal, as trustee, to extend solely to the costs of the work to be performed under each Contract which is the subject of a Bond, the payment of amounts due for labor and materials provided to Principal by others in the prosecution of such Contract, and the discharge of the obligations of Principal that are the subject of such Bond. Principal agrees to neither use nor apply the aforesaid trust funds for any other purpose until all obligations under the relevant Bond have been completely discharged. This trust agreement shall be fully enforceable, including by specific performance and/or injunctive relief, regardless of whether Principal shall segregate or shall commingle the funds representing the trust fund proceeds from each Contract that is the subject of this trust agreement.

12. WAIVER OF NOTICE. The Undersigned agree that Surety need not provide to any of the Undersigned notice of any act, fact, occurrence, event or information coming to the notice or knowledge of Surety concerning or affecting its rights or liabilities under any Bond or the rights or liabilities of the Undersigned hereunder, all such notices being hereby expressly waived, including but not limited to any notice of any Default hereunder, of the making of any claim against Surety, of Surety's settlement or payment of any claim, of Surety's consent to or rejection of any change or modification in any Bond, of Surety's declination of a request for issuance or renewal of any Bond or cancellation of any Bond, of the release by Surety of any Principal or of any Indemnitor, of Surety's making any advance or loan to Principal, of the modification of any Bond or Contract or of Surety's consent to any such modification.

13. CREDIT RELATIONSHIP. The Undersigned acknowledge that suretyship is a credit relationship, and hereby acknowledge that their credit history may be a necessary requirement in the underwriting and evaluation of requests for a Bond, the continuation of any Bond and the handling of any claims relating to any Bond. Therefore, the Principal and Indemnitors do hereby each authorize and permit Surety and its brokers, agents, attorneys, and representatives to conduct, from time to time, background and credit inquiries and checks and obtain information about each of them concerning their business and personal activities, lines of credit and business and consumer transactions, from all available lawful sources including but not limited to credit reporting agencies, banks and other lenders, construction and real estate industry sources, insurance and/or surety industry sources, previous customers and trade contacts of Principal and/or Indemnitors, former employees of Principal, law enforcement sources, landlords, tenants, Better Business Bureaus and other consumer complaint facilities, rating agencies, and/or by any other means permitted by law. The foregoing inquiries and checks may be conducted, and such information obtained, at any time including upon receipt of this Agreement and at any time thereafter. Upon request of Surety, Principal and Indemnitors shall sign and furnish to Surety an appropriate authorization directed to any potential source of information, for delivery to that source. Principal and Indemnitors do hereby each further authorize and permit Surety and its brokers, agents, attorneys, and representatives to furnish background and credit information about each of them to any credit reporting agencies, and to anyone else subject to the privacy laws applicable to Surety.

14. TERMINATION. This Agreement is a continuing obligation of the Undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination by one of the Undersigned shall in no way affect the obligation of any other of the Undersigned who has not given such notice. In order to terminate liability as to any future Bond, an Undersigned must:

- A. Give written notice by means of certified mail to Surety at its executive offices: 292 Newbury Street, #105, Boston, MA 02115 of such termination; and
- B. State in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such Undersigned's liability for any future Bond.

After the effective date of such termination, the terminating party shall nonetheless continue to be liable hereunder for all loss, cost or Expenses or other amount that may become due hereunder pursuant to the terms hereof relating to any Bond issued or authorized prior to the effective date of such termination or:

- A. Any Bond executed or authorized by Surety prior to the effective date of such termination, and any renewals, substitutions, modifications and/or extensions of such Bond;
- B. Any Bond executed pursuant to a bid or proposal bond executed or authorized prior to the effective date of such termination, and any renewals, substitutions, modifications and/or extensions of such Bond.

15. GENERAL PROVISIONS:

- A. The obligations of Principal and the Indemnitors hereunder are joint and several. Surety may bring separate suits hereunder against any Principal and/or Indemnitor as causes of action may accrue hereunder, and in any sequence or order, and with such combination of defendants as Surety shall, in its discretion, deem most favorable. The Surety's delay or refraining from seeking enforcement of any right or claim at any time shall not be deemed a waiver or any such right or claim, or a waiver of any other right or claim.
- B. Repeated or serial actions may be maintained by Surety on this instrument as breaches hereunder occur or as rights hereunder arise without any former action operating as a bar to any subsequent action.
- C. The undersigned will, upon request from Surety, procure the immediate discharge of Surety from any Bond or Bonds, sufficient to eliminate all potential liability by reason of Surety having executed or issued such Bond or Bonds.
- D. The Undersigned agree to pay the initial, renewal and additional premiums on all Bonds, including premiums based on overrun in contract price recognizing that the initial premium is fully earned and due upon execution of said Bond. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price for overruns or change orders. There shall be no credit or return premium due for underruns in contract price. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety's liability under the Bond is furnished to Surety's satisfaction in its sole discretion.
- E. Surety shall have the right, at its option and in its sole discretion, to issue or cancel or decline the execution of any bond, or to decline to continue or renew any Bond, including but not limited to declining to issue performance and/or payment Bonds with respect to a Contract for which Surety had issued a bid Bond.

- F. Surety may consent to any changes or alterations in a Contract or Bond without providing notice thereof to Principal or Indemnitors, including but not limited to riders extending the time of completion, or increases or decreases in the penal sum of a Bond. Such consent by Surety shall not affect the liability hereunder of the Undersigned, and the Undersigned agree to pay any additional premium resulting from said changes or alterations.
- G. Surety shall have every right, defense or remedy which a personal surety without compensation would have, including but not limited to the rights of exoneration, quia timet or such other rights as permitted by applicable law.
- H. If the execution of this Agreement by any of the Undersigned is found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any other of the Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- I. Surety may file this Agreement or any other documents or instruments relating to any Bond or Surety's rights or claims with such public, administrative, regulatory or private bodies or entities, as Surety deems appropriate to protect, enforce or secure the rights granted to Surety under this Agreement and/or under any Contract which is the subject of any Bond, and/or under any Bond.
- J. Should this Agreement be incomplete, in whole or in part, or contain any blanks or errors when executed by the Undersigned, then Surety shall have the right, power and authority, as attorney-in-fact for the Undersigned, to complete any such missing information or to correct any such errors.
- K. The Undersigned waive any defense that this Agreement was executed subsequent to the date of execution or issuance of any Bond, and expressly acknowledges and admit that this Agreement applies to all Bonds, whether issued prior to or subsequent to the date of execution of this Agreement by each Principal or Indemnitor, and that each such Bond was executed, issued and/or continued in force in reliance on the covenants set forth herein.
- L. This Agreement may not be changed or modified orally. No change or modification of this Agreement shall be effective unless expressly agreed to in a writing signed by an officer or other authorized representative of the Surety. Surety may modify the obligation hereunder of Principal or any Indemnitor without notice to or the consent of any other of the Undersigned.
- M. Wherever used in this instrument, the plural shall include the singular, the singular shall include the plural, and the use of any gender shall include reference to all other genders as the circumstances require.
- N. The liability of the Undersigned hereunder shall not be affected by: (i) the failure of Principal named in any Bond to sign such Bond, (ii) any claim or assertion that other indemnity or security for any Bond was to have been obtained or provided by any party, (iii) the release of any indemnity for any Bond, or (iv) the release, return or substitution of any collateral that may have been submitted for any bond.
- O. All sums due the Surety hereunder shall be payable together with interest from the date of each underlying loss, cost or Expenses payment made by Surety at the highest rate of interest permitted by applicable law.
- P. This Agreement constitutes the entire agreement among the Undersigned and the Surety regarding the subject matter of this Agreement, and supersedes any prior agreement among the parties with respecting that subject matter.
- Q. Titles and subtitles included in any section of this Agreement are for ease of reference only, and shall not be deemed to affect, restrict or affect the meaning or interpretation of any provision of this Agreement.

THE UNDERSIGNED REPRESENT THAT THEY HAVE CAREFULLY READ THIS ENTIRE GENERAL INDEMNITY AGREEMENT AND HAVE BEEN PROVIDED WITH THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT COUNSEL OF THEIR CHOICE, AND THAT THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS, EITHER WRITTEN OR ORAL, UPON WHICH THEY RELIED IN ENTERING INTO THIS AGREEMENT. EACH SIGNATORY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE, SHE OR IT HAS THE FULL AUTHORITY, POWER AND CAPACITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO FULLY PERFORM ALL OF ITS TERMS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THIS GENERAL INDEMNITY AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE



 (Principal Indemnitor Signature)

Print or Type Entity Name:
 Eastern Landscape Contractors Inc.

Name and Title: Jennifer M. Feldman, President


Tax ID: 84-2628041



 (Indemnitor Signature)

Print or Type Name:
 Jennifer M. Feldman, Indemnitor

SSN: 157-76-4157



 (Principal Indemnitor Signature)

Print or Type Entity Name:

Name and Title: Donald Fuentes

Tax ID:



 (Indemnitor Signature)

Print or Type Name:
 Donald Fuentes, Indemnitor

SSN: 152-58-4661

ALL SIGNATURES, INCLUDING PRINCIPAL AND ALL OF THE INDEMNITORS, MUST BE NOTARIZED ON FOLLOWING ACKNOWLEDGEMENT PAGE(S)

ACKNOWLEDGMENTS

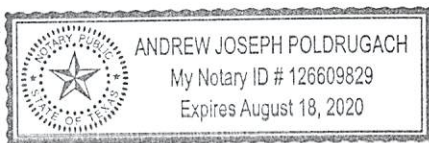
(Instructions: for individuals, use individual acknowledgment; for corporations, use corporate acknowledgment; for Limited Partnership, use Limited Partnership acknowledgment; for LLC, use LLC acknowledgment)

CORPORATE ACKNOWLEDGMENT

State of Texas
County of Dallas

On this 6th day of June, 2020, before me personally appeared Jennifer M. Feldman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the President of Eastern Landscape Contractors Inc., said corporation, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



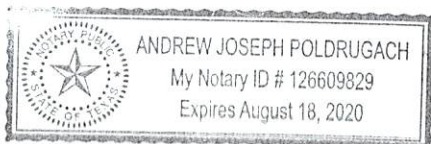
Andrew Poldrugach
Notary Public
Commission Expires: 08/18/2020

INDIVIDUAL ACKNOWLEDGMENT

State of Texas
County of Dallas

On this 8th day of June, 2020, before me personally appeared Jennifer M. Feldman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within and foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument, the person(s) executed the instrument.

WITNESS my hand and official seal



Andrew Poldrugach
Notary Public
Commission Expires: 08/18/2020

State of New Jersey
County of Monmouth

On this 8th day of JUNE, 2020, before me personally appeared Donald Fuentes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within and foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument, the person(s) executed the instrument.

WITNESS my hand and official seal

MURIEL M. COLOGERO NICKERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/8/2020

Muriel M. Cologero Nickerson
Notary Public
Commission Expires: 9/8/2020

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Eastern Landscape Contractors, Inc.

of Tinton Falls, NJ (hereinafter called the Principal),

as Principal, and UNITED CASUALTY AND SURETY INSURANCE COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Jersey City

(hereinafter called the Obligee) in the penal sum of Ten percent of bid amount not to exceed \$20,000.00

Dollars (\$ _____)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Jersey City 2020 Tree Planting

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 9th day of June, 2020.

Steven M.
Witness

Eastern Landscape Contractors, Inc. (Seal)
Principal
V.P.
Title

Stephan P. Day
Witness

United Casualty and Surety Insurance Company
By Pamela J. Boyle
Attorney-in-Fact

United Casualty and Surety Insurance Company

292 Newbury Street, Suite #105, Boston, MA 02115

CONSENT OF SURETY

To: City of Jersey City


Re: Contractor Name: Eastern Landscape Contractors, Inc.
Project Description: Jersey City 2020 Tree Planting

The United Casualty and Surety Insurance Company, a corporation organized under the laws of the state of Nebraska, authorized to do business in the state of New Jersey hereby agrees that in the event Contractor is the successful bidder for:

Jersey City 2020 Tree Planting

And is awarded the contract, it, as surety, will provide the contractor with bonds in such sums as are required in the advertisement or in the specifications.

United Casualty and Surety Insurance Company



Surety Pamela J. Boyle, Attorney-in-fact

June 9, 2020

Date



POWER OF ATTORNEY

Agency No. 170406

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Robert E Culnen, Pamela J Boyle, Lisa Nosal

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

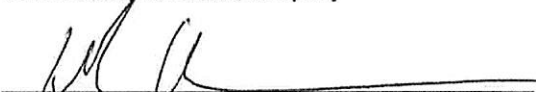
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 6th day of March, 2020.

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company


 Joel R. Chachkes, Treasurer

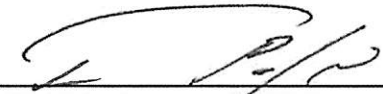



Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 6th day of March, 2020, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.


 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025

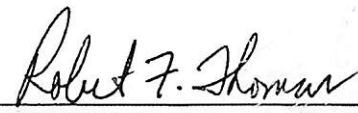
 **THOMAS P. CARRIGAN, JR.**
 Notary Public, Commonwealth of Massachusetts
 My Commission Expires October 31, 2025

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 9th day of June, 2020.

Corporate Seals




 Robert F. Thomas, President

United Casualty and Surety Insurance Company
Boston, Massachusetts
Statement of Assets, Liabilities, and Surplus
Year Ended December 31

	Year Ended	
	<u>2019</u>	<u>2018</u>
<u>Admitted Assets</u>		
Stocks	\$ 12,952,714	\$ -
Cash and Short Term Investments	10,299,817	15,697,026
Bonds	5,257,835	4,359,109
Uncollected Premiums & Agents' Balances	1,360,699	1,444,631
Other Assets	<u>34,220</u>	<u>35,892</u>
<i>Total Net Admitted Assets</i>	<i>\$ 29,905,285</i>	<i>\$ 21,536,658</i>
<u>Liabilities</u>		
Unearned Premium	\$ 7,640,281	\$ 4,704,010
Funds Held as Collateral	1,858,161	973,674
Losses	1,093,554	358,174
Commissions Payable	858,186	91,126
Federal Income Taxes	376,421	97,000
Other Expenses	259,650	43,185
Taxes, Licenses, and Fees	255,283	56,994
Payable to Parent or Affiliates	228,734	76,976
Ceded Reinsurance Payable	111,054	150,739
Loss Adjustment Expenses	109,939	2,340
Other Liabilities	<u>941</u>	<u>11,563</u>
<i>Total Liabilities</i>	<i>\$ 12,792,204</i>	<i>\$ 6,565,781</i>
<u>Capital and Surplus</u>		
Paid In Surplus	\$ 11,300,000	\$ 11,300,000
Common Stock	2,600,000	2,600,000
Unassigned Surplus	3,317,336	1,175,132
Less Treasury Stock	<u>104,255</u>	<u>104,255</u>
<i>Total Capital and Surplus</i>	<i>\$ 17,113,081</i>	<i>\$ 14,970,877</i>

I, Joel Chachkes, Chief Financial Officer and Treasurer of United Casualty and Surety Insurance Company, hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2019 and is a true and correct statement of the condition of United Casualty and Surety Insurance Company as of that date.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company this 4th day of February 2020

By Joel Chachkes
 Joel Chachkes, Chief Financial Officer and Treasurer



STATEMENT OF OWNERSHIP DISCLOSURE

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Eastern Landscape Contractors, Inc.

Organization Address: 788 Shrewsbury Ave. Ste 2222 Tinton Falls, NJ 07724

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jennifer M. Feldman	6516 J Fichter Ave. Dallas, TX 75230
Donald Fuentes	6 Reese Ave. Lavallette, NJ 08735

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

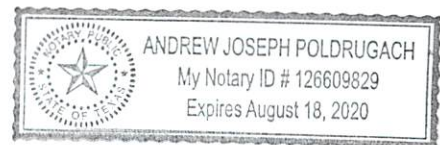
Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer M. Feldman	Title:	President
Signature:	<i>Jennifer M. Feldman</i>	Date:	6/8/2020

SIGNATURE: *Jennifer M. Feldman*
 TITLE: President



SUBSCRIBED AND SWORN TO
 BEFORE ME THIS 8th DAY OF June OF 2020
 (TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Andrew Poldrugach
 NOTARY PUBLIC OF Texas Andrew Poldrugach
 MY COMMISSION EXPIRES: 2020
08/18/2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME:

PART 1: CERTIFICATION

BIDDERS 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, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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/odff/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 Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE 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 N.J. Department of the 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 I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. 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 such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

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

Full Name (Print): Jennifer M. Feldman Signature: Jennifer M. Feldman
Title: President Date: 6/8/2028

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR CONSTRUCTION CONTRACTS**

**Questions in reference to EEO/AA requirements for Construction
Contracts should be directed to:**

**Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org**

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned20% of the total dollar amount of the contract

Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

EXHIBIT B (1 of 4)
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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

Exhibit B (2 of 4)

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:

(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 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;

Exhibit B (3 of 4)

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

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

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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.

Exhibit B (4 of 4)

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the 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 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 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).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print): Jennifer M. Feldman
Representative's Signature: Jennifer M. Feldman
Name of Company: Eastern Landscape Contractors, Inc.
Tel. No.: 908-502-5858 Date: 6/8/2020

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER 84-262804		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR Eastern Landscape Contractors Inc. (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD			
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED [X]				6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER	
9. TRADE OR CRAFT				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE-IN DATE	
		MALE FEMALE		MALE FEMALE		COMPLETION DATE	
		J AP J AP		J AP J AP			
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Jennifer M. Feldman
(Please Print Your Name)

Jennifer M. Feldman
(Signature)
President
(Title)

908-502-5858

(Area Code) (Telephone Number) (Ext.)

6/8/2020
(Date)

Sample Initial Project Workforce Report Form AA201

Instructions

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

FORM AA-202
 REVISED 11/11

State Of New Jersey
 Department of Labor & Workforce Development
 Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa2011ms.pdf

3. FID or SS Number	
1. Name and address of Prime Contractor	2. Contractor ID Number
4. Reporting Period	
5. Public Agency Awarding Contract	
Date of Award	
6. Name and Location of Project	
County	7. Project ID Number

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASS- REASON SITE REVERSED	11. NUMBER OF EMPLOYEES						12. TOTAL NO OF EMP	13. WORK HOURS		14. % OF WORKERS				15. DCA WORKERS		16. DCA WORKERS	
				A	B	C	D	E	F		NO OF TOTAL WORK HOURS	A	B	A	B	WORK HOURS	A	B	A	B
				WHITE	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	ISLANDER		MAN	WOMEN	WHITE	% OF TOTAL	% OF TOTAL	% OF TOTAL	WORK HOURS	WHITE	% OF TOTAL	WORK HOURS
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(DATE)

Sample Monthly Project Workforce Report Form AA202

Instructions

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 209
Trenton, NJ 08625-0209
609 292-9550

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City of State of New Jersey, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Jennifer M. Feldman, President

Representative's Signature: Jennifer M. Feldman

Name of Company: Eastern Landscape Contractors, Inc.

Tel. No.: 908-502-5858 Date: 6/8/2020

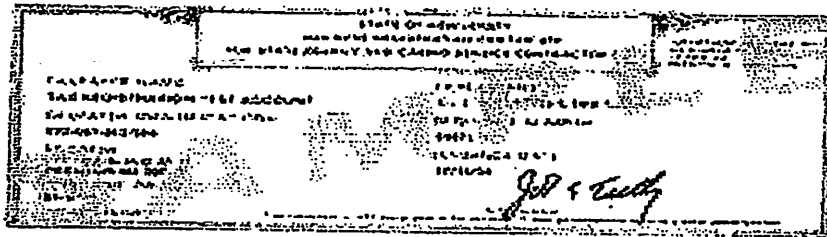
**"New Jersey Business Registration Certificate Requirements"
For Goods, Professional Service and General Service Contracts**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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 [NJ.SA 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."



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Business Name	JAN RIGBY SERVICE INC
Trade Name	
Address	1170 JEFFERSON AVE TRENTON, NJ 08611
Employer Number	1100010
Date of Issuance	October 11, 2011
For Office Use Only	
XXXXXXXXXXXX	



**CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION**



SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

Business Name: Eastern Landscape Contractors, Inc.
Address: 788 Shrewsbury Ave. Ste. 2222 Tinton Falls, NJ
Phone: 908-502-5858
Email: jfeldman@easternlandscape.com
Contact Name: Jennifer Feldman

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.



**CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION**



SUPPLIER DIVERSITY DEFINITIONS

Minority Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Veteran Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

"Veteran" means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

Disability Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

Lesbian, Gay, Bisexual, Transgender Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action**

Project: Jersey City Tree Planting 2020 # _____

Contractor: Eastern Landscape Contractors, Inc. Bid Amt. \$ 510,000

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A - not applicable				
will not be subbing				
out work.				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action**

Project: Jersey City Tree Planting 2020 #

Contractor: Eastern Landscape Contractors, Inc. Bid Amt. \$ \$ 510,000

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A - not applicable				
Will not be subbing				
out work.				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Jersey City Tree Planting 2020

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A -	not applicable				

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Eastern Landscape Contractors, Inc. is a WBE and EEO company. We pride ourselves on giving fair opportunities and treatment to all.

Name of Contractor: Eastern Landscape Contractors, Inc.

By: Signature Jennifer M. Feldman

Type or print name/title: Jennifer M. Feldman, President

Telephone No: 908-502-5858 Date 6/9/2020

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

MWBE Page 3 Project Jersey City Tree Planting 2020

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Telephone No: 908-502-5858 Date 6/9/2020

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EQUAL EMPLOYMENT OPORTUNITY COPY

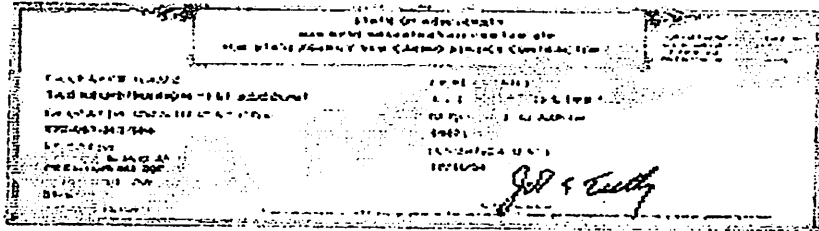
**"New Jersey Business Registration Certificate Requirements"
For Goods, Professional Service and General Service Contracts**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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 [NJ.SA 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."



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name	JAN MARRINE AFFILIATE
Trade Name	
Address	1170 JEROME AVE TRENTON, NJ 08611
Certificate Number	1100010
Date of Issuance	12/28/2011
For 421009-9-00-0000	
1094000442003633	



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges EASTERN LANDSCAPE CONTRACTORS INC. is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



Peter Lowicki
Deputy Director

Issued: 1/21/2020
Certification Number: A0097-41

Expiration: 1/21/2023



State of New Jersey

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This certificate acknowledges EASTERN LANDSCAPE CONTRACTORS INC. as a Category 1 and 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 8/28/2019
Certification Number: A0090-85

Expiration: 8/28/2022



State of New Jersey

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SHEILA OLIVER
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