

THIS CONTRACT IS MADE THIS 27th DAY OF NOVEMBER 2023, BY AND BETWEEN: TOWNSHIP OF NORTH BERGEN A MUNICIPAL CORPORATION, LOCATED AT 4233 KENNEDY BOULEVARD, NORTH BERGEN, NEW JERSEY 07047, HEREINAFTER REFERRED TO AS TOWNSHIP,

AND

RELIABLE TREE SERVICES, INC., LOCATED AT 547 ST. PAULS AVE., CLIFFSIDE PARK, NJ 07010, HEREINAFTER REFERRED TO AS CONTRACTOR.

WHEREAS, the Purchasing Agent of the Township did properly advertise and give notice to bidders for receipt of sealed bids for the **Tree Trimming and Tree Removal** in accordance with bid specifications prepared by Township of North Bergen; and

WHEREAS, on November 17, 2023, bids were received with the Contractor being the lowest responsible bidder; and

WHEREAS, on November 21, 2023, the Board of Commissioners of the Township awarded said contract to **Reliable Tree Servies, Inc.**

NOW, THEREFORE, in and for the consideration hereinafter mentioned, it is agreed by and between the parties as follows:

1. **SCOPE OF SERVICES:** The Contractor shall furnish and provide all goods, labor, materials, and equipment required for **Tree Trimming and Tree Removal** as set forth in the Bid Documents, as defined therein.

2. DOCUMENTS FORMING THE AGREEMENT: All the provisions contained in the document entitled **"Tree Trimming and Tree Removal"** as prepared by the Township, including the Bid Notice, Definitions, Instructions to Bidders, Specifications, as well as the those Bid Documents completed and submitted by the Contractor, including the Bid Proposal Checklist, Bid Proposal Form, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility, Disclosure of Investment Activities in Iran Form, Affirmative Action Compliance Notice and Statement of Ownership of Disclosure, are deemed by the parties to be incorporated into this Contract as if fully set forth at length. This Contract, and the documents included herein by reference, constitute the Agreement between the parties. The parties acknowledge that each have copies of said documents and are fully familiar with the contents thereof.

3. LOCAL PUBLIC CONTRACTS LAW: The parties further agree and acknowledge that the Township and the Contractor are governed by the provisions of N.J.S.A. 40A:11-1, et seq. and the provisions of said act are incorporated into this Contract as if fully set forth herein. In the interpretation of the Agreement, the parties agree that the purposes of said act are intended to be complied with.

4. CONTRACT SUM & PAYMENT: In consideration of the Contractor performing pursuant to the Agreement, the Township shall pay the Contractor in accordance with the prices submitted by the Contractor in its bid proposal, as attached. Payment shall be made to the Contractor upon the submission of a voucher in which the Contractor certifies to the proper delivery and inspection of the required goods, materials

and/or work. Once verified by the appropriate Township personnel, the voucher shall be timely submitted to the governing body for processing and payment in accordance with the appropriate statutes.

5. **CONTRACT TERM:** The Contractor shall perform all services and work under this Contract for a one (1) year term, from November 27, 2023, and ending November 26, 2024.

6. **CONTRACT SUBJECT TO ANNUAL APPROPRIATION OF FUNDS:** In the event the term of this Contract is for multiple years, the continuation of the Township's obligations is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. N.J.S.A. 40A:11-15.

7. **COMPLIANCE WITH LAWS, REGULATIONS, AND ORDINANCES:** Contractor must comply with all Federal, State, County, and Township laws, regulations and ordinances affecting the work, including but not limited to the Uniform Construction Code.

8. **MANDATORY AFFIRMATIVE ACTION LANGUAGE:** The Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31, et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1, et seq. The Contractor agrees to the mandatory language and terms as required by N.J.A.C. 17:27-1.1, et seq., which terms are attached hereto as Exhibit A.

9. **INSURANCE & INDEMNIFICATION:** The terms and conditions pertaining to insurance and indemnification are set forth in the Bid Documents.

10. DEFAULT & TERMINATION:

10.1 The Contractor shall be in default and the Township may terminate the Contract, in whole or in part, should any of the following events occur:

- 10.1.1 Contractor fails to commence work or complete work within the times specified;
- 10.1.2 Contractor fails to supply suitable labor, parts, equipment, or tools necessary to perform services or provide the goods described in the Contract;
- 10.1.3 Contractor fails to fully and properly, in a good workmanlike manner, and in accordance to all applicable laws, rules or regulations perform its obligations in accordance with the Contract;
- 10.1.4 Contractor discontinues or abandons, in whole or in part, the performance of the work in accordance with the Contract;
- 10.1.5 Contractor fails to make prompt payment to suppliers, if applicable;
- 10.1.6 Contractor becomes insolvent, is adjudged bankrupt, or commits any act of bankruptcy or insolvency, including the voluntary filing of a petition for bankruptcy protection, or in the event an involuntary petition for bankruptcy is filed against Contractor, and the involuntary petition is not discharged within 90 days;
- 10.1.7 If a trustee or receiver is appointed for Contractor or any of Contractor's property;
- 10.1.8 Contractor allows any final judgment to stand against it unsatisfied for a period of 10 days;
- 10.1.9 Contractor makes an assignment for the benefit of creditors;
- 10.1.10 Contractor fails to comply with any reasonable directive of the Township, which directive is reasonably issued in accordance with the Agreement; or
- 10.1.11 Contractor fails to comply in any way with any of the terms and obligations set for in the Contract.

10.2 Notice and Termination By the Township for Cause:

- 10.2.1 When any of the above defaults exist, the Township may, without prejudice to any other Township rights or remedies, and after giving the Contractor and the Contractor's surety, if any, ten (10) days written notice and the opportunity to cure, terminate the Contract.
- 10.2.2 If the Contractor abandons the Contract, the Township shall be under no obligation whatsoever to give notice prior to terminating the Contract.

10.3 Notice and Termination of the Contract for Convenience:

10.3.1 Notwithstanding any provision to the contrary in the Contract, the Township, acting by the Township Administrator, or his designee, may terminate this Contract at any time without cause, or for the Township's convenience (and no cause need be stated) by giving thirty (30) days' written notice to the Contractor.

10.3.2 In the event the Township terminates the Contract for cause, and it is determined that no such cause existed, the termination shall be deemed to be for the convenience of the Township.

10.4 Default of the Contract by the Township

It shall be a default of the Contract, and the Contractor may, upon notice as set forth below, terminate the Contract, in whole or in part, if the Township fails to comply in any way with any of the terms and obligations set for in the Contract.

10.5 Notice and Termination by Contractor

When any of the above reasons exist, the Contractor may, without prejudice to any other rights or remedies it may have, and after giving the Township forty five (45) days' written notice and the opportunity to cure, terminate the Contract.

11. GENERAL:

11.1 Modifications: This Contract, or any part thereof, may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.

11.2 No Waiver: No omissions or delay by either party to this Contract at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Contract, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

11.3 Applicable Law: This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.

11.4 Severability: If any provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

- 11.5 Force Majeure: In the event that performance by either party of any of its obligations or undertakings under this Contract shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
- 11.6 Entire Agreement: This Contract constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Contract.
- 11.7 Execution in Counterparts: This Contract may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.
- 11.8 Independent Contractor: Contractor's relationship to the Township shall at all times be that of an independent contractor. Nothing in this Contract shall be construed to designate Contractor, or any of its officers, directors, shareholders, representatives, agents, or employees, as employees or agents of the Township.
- 11.9 Notice: Any notice, request or other communication to either party by the other concerning the terms and conditions of this Contract, shall be in writing and shall be deemed given when said notice is both mailed by certified mail and emailed to the addresses as follows:

If to Contractor:	Reliable Tree Services, Inc.
	547 St. Pauls Ave.
	Cliffside Park, NJ 07010
(e-mail)	reliabletree@gmail.com
If to Township:	Township Clerk
	4233 Kennedy Blvd.
	North Bergen, New Jersey 07047
(email)	erinbarillas@northbergen.org

With a Copy to:

Purchasing Agent
4233 Kennedy Blvd.
North Bergen, New Jersey 07047
staylor@northbergen.org

(e-mail)

The person, place and e-mail addresses to which notices are to be sent to either party may be changed from time to time by notice given in accordance with the provisions of this Section.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

_____ day of _____.

RELIABLE TREE SERVICES, INC.

TOWNSHIP OF NORTH BERGEN

By: Edward Hafnagel Pres.

By: N.J. Sacco
Nicholas J. Sacco, Mayor

By: _____

By: Erin Barillas
Erin Barillas
Township Clerk

By: _____
Suzanne Taylor
Purchasing Agent

ACKNOWLEDGMENT

STATE OF NEW JERSEY:

SS

COUNTY OF HUDSON:

BE IT REMEMBERED that on this _____ day of _____ in the
year Two Thousand Before me, the subscriber,

(Notary Public) personally appeared Erin Barillas, Township Clerk, who being by me
duly sworn on her oath, depose and made proof to my satisfaction that she is the
Township Clerk of the Township of North Bergen in the County of Hudson named in
the within Instrument; that Nicholas J. Sacco is the Mayor of said Municipal
Corporation; that the execution, as well as the making of this Instrument has been duly
authorized by proper resolution of the Township of North Bergen; that deponent well
knows the Seal of said Corporation and the Seal affixed to said Instrument signed and
delivered by said Nicholas J. Sacco as and for his voluntary act and deed and as and for
the voluntary act and deed of said Corporation, in presence of deponent, who thereupon
subscribed his name thereto as witness.

Sworn to and subscribed before

me the date aforesaid.

Notary Public

Erin Barillas
Township Clerk

EXHIBIT A

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods or services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1. et seq.

The bidder states that it has received the following Addenda, Notices or Revisions to the Bid Documents and has given them due consideration in the preparation of its Bid.

Addendum No., Title of Notice or
Title of Revision

Date Received

None

/

Witness:

Catherine Mina Hufnagel
(Signature)

CATHERINE MINA HUFNAGEL
(Printed Name)

Wife
(Title)

11/8/23
(Date)

Reliable Tree Service Inc. (seal)
(Contractor)

By: Edward Hufnagel
(Authorized Signature)

EDWARD HUFNAGEL
(Printed Name)

Pres.
(Title)

10/31/23
(Date)

SCHEDULE 2

BID PROPOSAL FORM – 2 pages

TO: Township of North Bergen

FROM:

Reliable Tree Services Inc.
(Contractor)

547- St. Pauls, N.J.
Cliffside Park, N.J.
07010-1718

(Mailing Address)

RELIABLE TREE @ GMAIL.COM
(e-mail address)

201-943-4141
(Phone Number)

(Facsimile Number)

201-376-2741
(Cellular Phone Number)

The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed in this Bid Proposal Form. The bidder represents that it has read and understands the Bid Documents and that it has duly considered all information contained therein and as a result of its investigation in the course of submitting its bid. Moreover, submission of this bid serves as the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Bid Documents or the goods and services required or lack of information concerning same.

Bid:

The bidder shall submit its bid as a Crew Cost Per Hour for:

1) Non-Emergency Rate:

\$ 249.00 /Hr
(Crew Cost Per Hour in Figures)

Two Hundred + Forty Nine Dollars
(Crew cost Per Hour in Words)

2) Emergency Rate:

\$ 349.00 /Hr
(Crew Cost Per Hour in Figures)

Three Hundred + Forty Nine Dollars
(Crew cost Per Hour in Words)

(Proposal form continued on the next page.)