



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 02/10/14 07:00 PM

2014 RESOLUTION AWARD OF PROFESSIONAL SERVICE

AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR A PART-TIME FORESTRY CONSULTANT

WHEREAS, the Township of Bloomfield requires the services of a part-time Forestry Consultant and has advertised the need for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Engineer has certified that the value of the service will exceed \$17,500; and

WHEREAS, the term of this contract is one year and will end on December 31, 2014; and

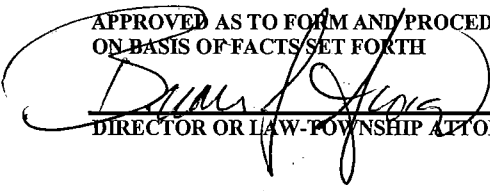
WHEREAS, First Mountain Arboriculture, LLC., Stephen Schuckman, 37 Oak Road, Caldwell, NJ (hereinafter "Professional") has submitted the attached proposal indicating he will provide the services for a standard hourly rate of \$75 per hour; an emergency call or weekend/holydays a rate of \$100.00 per hour; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


DIRECTOR OR LAW-TOWNSHIP ATTORNEY

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

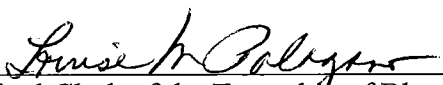
BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

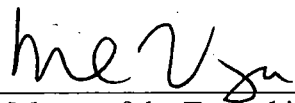
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 10, 2014.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3310						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Withdrawn ☐ Tabled ☐ Approved ☐ Approved by Consensus ☐ Not Discussed ☐ Tabled with No Vote ☐ Discussed ☐ Veto by Mayor ☐ Approved No Vote ☐ Deferred			Yes/Aye	No/Nay	Abstain	Absent
	Elias N. Chalet		☒	☐	☐	☐
	Nicholas Joanow		☒	☐	☐	☐
	Carlos Bernard		☐	☐	☐	☒
	Wartyna Davis		☒	☐	☐	☐
	Joseph Lopez		☒	☐	☐	☐
	Carlos Pomares		☒	☐	☐	☐
	Michael J. Venezia		☒	☐	☐	☐

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 16th day of December 2013, by and between **First Mountain Arboriculture, LLC**, having its principal place of business a **37 Oak Grove Road, Caldwell, New Jersey 07006**, hereinafter called "**Consultant**"; and **TOWNSHIP OF BLOOMFIELD**, having its offices at 1 Municipal Plaza, Bloomfield, New Jersey 07003 hereinafter called the "**Client**".

WHEREAS, the Client wishes to retain Consultant for the purpose of proceeding with certain professional services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

ARTICLE 1 SCOPE OF WORK

Consultant shall provide the services for the Project ("Scope of Work") as set forth in Consultant's Proposal to the Client dated **December 16, 2013**, a copy of which is attached hereto as Attachment A, and the Client's Resolution, dated **February 10, 2014**, a copy of which is attached hereto as Attachment B. All services to be performed by Consultant under this Agreement shall be performed in accordance with the terms and conditions set forth in this document. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the scope of services and Consultant assumes no duty to perform such services.

ARTICLE 2 COMMENCEMENT OF AND CHANGES IN THE WORK

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement from the Client. Consultant and the Client may at any time, by mutual written agreement, make changes with the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- b. If such changes cause an increase or decrease in Consultant's cost of or time required for the performance of this Agreement, or if Consultant, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, Consultant shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- c. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including if applicable, any additional fees or charges incurred in demobilizing.

ARTICLE 3 PROJECT SCHEDULE

- a. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.

- b. It is recognized that other contractors may be retained separately by the Client for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by Consultant and Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the Client on the Project.
- c. Consultant shall not have the authority to control the work of contractors retained by the Client and Consultant shall not have any responsibility for the means, methods, sequences, procedures or techniques of Project site safety or for the use of safe construction practices by such contractors, such responsibilities resting solely with Client's other contractors or parties other than Consultant.
- d. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond Consultant's reasonable control and to the extent Consultant is impacted by the same, then Consultant shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

ARTICLE 4 **PAYMENT**

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall be compensated for its services on a time and materials basis with total payment not to exceed **\$75.00 per hour for regular rates, \$100.00 per hour for emergency rates.**
- b. Invoices shall be submitted monthly by Consultant to the Client and shall indicate the charges due from the Submission Form.
- c. Payment shall be made by the Client within thirty (30) days of its receipt of the invoice. The Client shall promptly review Consultant's invoices and if the Client disputes any amounts invoiced the Client shall give prompt written notice thereof, including the item or items disputed and basis for the dispute. The Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein.
- d. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.

ARTICLE 5 **RESPONSIBILITIES OF THE CLIENT**

The Client, at its own expense, will:

- a. Provide all criteria and full information as to the Client's requirements for the Project as specified in the Scope of Work and will make available to Consultant all information, documents and assistance necessary or reasonably requested by Consultant in order to enable it to perform the Services in a timely manner, all of which Consultant shall be entitled to rely upon without independent verification.

- b. Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- c. Upon request by Consultant, furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the Client, required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- d. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- e. Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures owned and operated by the Client prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. Client shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures owned and operated by the Client. Consultant shall be responsible for contacting New Jersey One Call or equivalent service to locate those utilities not operated by the Client.
- f. Provide a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- g. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as the Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the Client's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- i. To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

ARTICLE 6

INSURANCE

Consultant shall carry the following specific types and amount of insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the Client of any subsequent modification or cancellation of the coverages.

- a. Worker's Compensation Insurance with statutory coverage and \$1,000,000.00 employer's liability coverage.
- b. Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.00
- c. Automobile Liability insurance with annual aggregate limits of \$1,000,000.00.
- d. Professional Liability Insurance with limits of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

ARTICLE 7
GENERAL CONSIDERATIONS

- a. Where provided, statements concerning probable costs and cost estimates prepared by Consultant shall represent their judgment as professionals familiar with such matters. It is recognized, however, that Consultant has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining prices, over regulatory agencies' requirements, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that costs will not vary from any statement of probable construction cost or other cost estimate prepared by it nor warrant or guarantee any specific outcomes or results.
- b. All documents prepared and delivered by Consultant pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Work or on any other project. Client shall not reuse said documents without the express written consent of Consultant. Any such reuse shall be at the sole risk of the Client, and the Client shall indemnify, defend and hold Consultant harmless from any losses, claims, expenses or damages resulting from such reuse.
- c. Project Records – As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by Consultant. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.
- d. Records which are instruments of service deliverable under this Agreement shall become the property of the Client upon payment for all the Work. Originals of Records shall remain in the possession of Consultant. The Client shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to Consultant, provided that the Client has paid the Consultant for all the Work. Consultant shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.
- e. Consultant will (a) perform the Services with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) re-perform any Services that fail to comply with this standard of care if Client gives Consultant notice of such failure within 12 months of performance of such Services.
- f. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the services are not guaranteed to discover actual site conditions or levels of contamination, all of which are also subject to change with time as a result of nature or man-made processes.
- g. Consultant's services shall not include an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- h. Unless specifically listed in the Proposal, Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.
- i. Unless specifically listed in the Proposal, in the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to the Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. The Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.

- j. The Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. It is understood and agreed that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes, and the Client shall indemnify, defend and hold harmless Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).
- k. If there are conflicts or inconsistencies with any of the conditions or requirements specified in this Agreement (Articles 1 through 17) with those that may be provided in the attached Proposal (Attachment A), those requirements or conditions within the proposal shall supersede the requirements in this Agreement that are in conflict. The conflicting conditions within this Agreement shall therefore become null and void.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by thirty (30) day's advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.

ARTICLE 9

DELEGATION OF DUTIES

- a. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, will release or discharge the assignor from any duty or responsibility under this Agreement.
- b. Neither party will, during the term of the Agreement or for a period of 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

ARTICLE 10

INDEMNIFICATION AND WAIVER

- a. Consultant agrees to indemnify, defend and hold harmless the Client of its officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suites and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of Consultant, its agents, officers, directors and employees in the performance of their services under this Agreement.
- b. Client agrees to indemnify, defend and hold harmless Consultant and its agents and employees from and against any and all losses, claims, expenses or damages, and from suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising

or resulting from the negligent acts, errors or omissions of the Client, its agents, officers, directors and employees in the performance of their services under this Agreement.

- c. In addition to b. above, Client shall indemnify, defend and hold harmless Consultant from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. The Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of the Client.
- e. Any provision or part of this Agreement held to be void or unenforceable under any applicable law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 **DISPUTE RESOLUTION**

Client and Consultant agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by Client and Consultant.

ARTICLE 12 **ATTACHEMENTS AND SPECIAL PROVISIONS**

- a. The following Attachments are attached to and made a part of this Agreement: Consultant's Proposal to Client, dated **December 16, 2013**; (Attachment A) and Client's signed **February 10, 2014**, Resolution (Attachment B).
- b. The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. Consultant agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

ARTICLE 13 **EXTENT OF AGREEMENT**

- a. The terms and conditions hereof, together with the Attachments referred to herein, represent the entire and integrated between the Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

- b. Nothing herein shall be construed to give any rights or benefits hereunder to any one other than the Client and Consultant. Consultant's work product may not be used or relied upon by any other person without Consultant's express written consent.
- c. This Agreement (consisting of Pages 1 to 8, inclusive), together with the Attachments identified in Section 12 above), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings.

ARTICLE 14 **INTELLECTUAL PROPERTY**

- a. Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("Background IP"). All new and original intellectual property created by Consultant during the course of performing the Services ("Project IP") is the property of Consultant. Consultant grants the Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (i) any Consultant Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided, and (ii) Project IP for any purpose whatsoever.
- b. Upon receipt of full payment for the related Services all reports, drawings and other deliverables provided to the Client by Consultant will become the property of the Client.
- c. Each party will keep confidential all Confidential Information disclosed to it by the other party: provided that (a) Consultant will be able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.
- d. Information, work product, reports or deliverables provided by Consultant to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged. In no case will any such information be used in connection with any offering or sale of securities or any other financing transaction or otherwise be made available to the public generally.

ARTICLE 15 **SUCCESSORS AND ASSIGNS**

The Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to these Terms and Conditions.

ARTICLE 16 **GOVERNING LAW**

Governing Law - This Agreement will be interpreted and construed in accordance with the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law. The professional Service Entity acknowledges that they will comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27 et. seq.

ARTICLE 17
HEALTH & SAFETY

Client shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to Consultant's Injury, Illness and Prevention Program or applicable guidance which may be provided by Consultant, and all other applicable rules, regulations and guidance required by Consultant, Client or applicable government agencies relating to the Work. Client is solely responsible for establishing and enforcing any additional requirements that Client deems necessary to protect its employees, Consultant's employees, and any other persons entering the site for purposes relating to Client's operations.

(REVISED 4/10)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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.

EXHIBIT A (Cont)

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 and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

ATTEST:

Louise K. Pagan

TOWNSHIP OF BLOOMFIELD

By Michael Venezia

Michael Venezia
Print or Type Name

MAYOR
Title

First Mountain Ambulance
(NAME OF COMPANY)

ATTEST:

By Stephen Schockusa
(Print Name & Title)

Stephen Schockusa
Sole proprietor

ATTACHMENT "A" - PROPOSAL

TOWNSHIP OF BLOOMFIELD

CHECKLIST

PROFESSIONAL SERVICE TITLE: FORESTER, PART-TIME

SUBMISSION DATE: 16 DECEMBER 2013

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

- | | |
|--|----------|
| 1. Non-Collusion Affidavit | <u>X</u> |
| 2. Disclosure of Ownership Form | <u>X</u> |
| 3. Insurance Requirement Acknowledgment Form | <u>X</u> |
| 4. Mandatory Equal Employment Opportunity
Notice Acknowledgment | <u>X</u> |
| 5. Copy of your Business Registration Certificate as issued
by the State of New Jersey, Department of Treasury,
Division of Revenue | <u>X</u> |
| 6. Professional Service Entity Information Form | <u>X</u> |
| 7. Qualifications Submission | <u>X</u> |
| 8. Business Entity Disclosure Certificate | <u>X</u> |
| 9. Acknowledgment of Corrections, Additions or Deletions Form | <u>X</u> |

Reminder

Please submit one (1) original and (2) additional sets of the sealed submission. In addition, if available, an electronic copy (PDF File) or compact disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: COUNTY OF ESSEX :SS.
:

I, STEPHEN SCHUCKMAN of the BOROUGH
of CALDWELL in the County of ESSEX and
the State of New Jersey, of full age, being duly sworn according to law on my oath depose and
say that:

I am OWNER/ SOLE PROPRIETOR
of the firm of FIRST MOUNTAIN ARBORICULTURE, LLC

the Professional Service Entity making the submission for the above named Service, and that I
executed the said submission with full authority to do so; that the Professional Service Entity has
not, directly or indirectly, entered into any agreements, participated in any collusion, or
otherwise taken any action in restraint of fair and open competition in connection with the above
named Service; and that all statements contained in said submission and in this affidavit are true
and correct, and made with full knowledge that the Township of Bloomfield relies upon the truth
of the statements contained in said submission and in the statements contained in this affidavit in
awarding the contract for said Service.

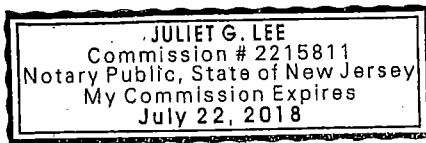
I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for commission, percentage, brokerage
or contingent fee.

Subscribed and sworn to before me
this 16 day of December 2013

Juliet G. Lee
Notary Public

State of New Jersey

My Commission Expires _____



[Signature]

(Signature of Professional)

STEPHEN SCHUCKMAN, OWNER

(Type or print name of Affiant and
Title under signature)

TOWNSHIP OF BLOOMFIELD

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership"

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form or corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

SIGNATURE: _____ DATE: _____

- II No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership

☒ Limited Liability Corporation

_____ Limited Liability Partnership

_____ Subchapter S Corporation

SIGNATURE: AM Sh DATE: 16 DECEMBER 2013

TOWNSHIP OF BLOOMFIELD

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with Township Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:



(Signature)

16 DECEMBER 2013

(Date)

STEPHEN SCHUCKMAN, OWNER

(Printed Name and Title)

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Township one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Bloomfield to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Bloomfield during normal business hours:

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: FIRST MOUNTAIN ARBORICULTURE, LLC

SIGNATURE: SM SA PRINT NAME: STEPHEN SCHUCKMAN

TITLE: OWNER DATE: 16 DECEMBER 2013

TOWNSHIP OF BLOOMFIELD

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No: _____ Social Security No: _____

Fax No: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No: _____ Federal I.D. No: _____

Fax No: _____ E-Mail: _____

Social Security No: _____

Signature of Authorized Agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: NEW JERSEY

Location of Principal Office: 25 CLEVELAND STREET, CALDWELL, NJ 07006

Telephone No: 973-494-1286 Federal I.D. No: 55-0866001

Fax No: _____ E-Mail: SM.SCHUCKMAN@VERIZON.NET

Name of agent in charge of said office upon whom notice may be legally served:

STEPHEN SCHUCKMAN

Telephone No: 973-494-1296 Name of Corporation: FIRST MOUNTAIN ARBORICULTURE

Signature:  By: STEPHEN SCHUCKMAN

Title: OWNER Address: 25 CLEVELAND ST
CALDWELL, NJ 07006

TOWNSHIP OF BLOOMFIELD

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications.

STEPHEN SCHUCKMAN

B.S. BIOLOGY & CHEMISTRY ; MA - BOTANICAL SCIENCE

ISA CERTIFIED ARBORIST NJ-0856A ; N.J. CERTIFIED TREE EXPERT #512
TWENTY YEAR EXPERIENCE IN MUNICIPAL GOVERNMENT.

2. References and record of success of same or similar service:

FORESTER - BOROUGH OF GLEN RIDGE - 2003-2011

FORESTER - TOWNSHIP OF BLOOMFIELD - 2006 - PRESENT

FORESTER - TOWNSHIP OF MONTCLAIR - 2008 - PRESENT

CONSULTING CTE - BORO OF HAWTHORNE - 2011 - PRESENT

CONSULTING ARBORIST - TOWNSHIP OF MAPLEWOOD - 2012 - PRESENT

3. Description of ability to provide the services in a time fashion (including staffing, familiarly and location of key staff):

HAVE SERVED BLOOMFIELD FOR 7 YEARS. EXCELLENT KNOWLEDGE
OF TOWNSHIP, PERSONNEL, & POLICIES. PROVEN RECORD

OF PERFORMANCE.

OF NOTE, HAVE MAINTAINED BLOOMFIELD'S TREE CITY, USA
STATUS AND NJ COMMUNITY FORESTRY STATUS.
SUCCESSFULLY PRODUCED 2nd 5-YEAR FORESTRY PLAN. (NJDEP)

4. Cost details, including the hourly rates of each of the individuals who will perform Services and all expenses:

\$ 75 (SEVENTY-FIVE) DOLLARS PER HOUR

\$ 100 DOLLARS (ONE-HUNDRED) PER HOUR FOR
EMERGENCY CALL-BACK.

Note: Attach Additional sheets as necessary.

Firm: FIRST MOUNTAIN ARBORICULTURE Date: 16 DECEMBER 2013

Authorized Representative (Print): STEPHEN SCHUCKMAN

Signature:  Title: OWNER

Telephone No: 973-494-1296

Fax No: SM SCHUCKMAN@VERIZON.NET
EMAIL

**TOWNSHIP OF BLOOMFIELD
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR FAIR AND OPEN CONTRACTS**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

<u>Elected Officials</u>	
Mayor Michael J. Venezia	\$ 0.00
Councilman Joseph Lopez	↓
Councilman Elias N. Chalet	
Councilwoman Wartyna Davis	
Councilman Carlos Pomares	
Councilman Nicholas Joanow	
Councilman Carlos Bernard	

<u>Committees</u>	
Bloomfield Democratic Committee	\$ 0.00
The Election Fund of Michael Venezia	↓
Team Venezia	
The Election Fund of Nicholas Joanow	
Friends of Carlos Bernard Councilman	
Elias N. Chalet for Councilman	
Bloomfield Town Council Candidates – Carlos Bernard & Elias N. Chalet	✓

Part II – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

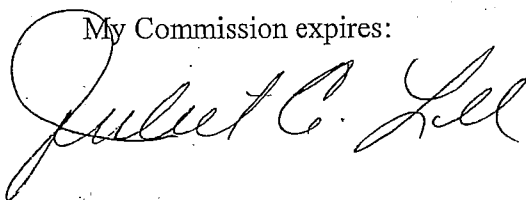
Signed:  Title: OWNER

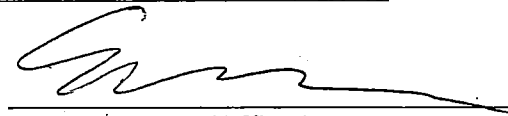
Print Name: STEPHEN SCHUCKMAN Date: 16 DECEMBER 2013

Subscribed and sworn before me this 16 day of

Dec, 2013

My Commission expires:

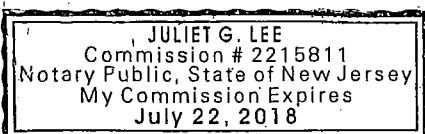




(Affiant)

STEPHEN SCHUCKMAN

(Print name & title of affiant) (Corporate Seal)



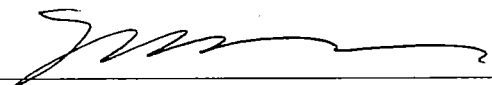
TOWNSHIP OF BLOOMFIELD

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, STEPHEN SCHUCKMAN

of the firm FIRST MOUNTAIN ARBORICULTURE, LLC

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in the Submission Package.


(Signature)

STEPHEN SCHUCKMAN, OWNER
(Type or print name of Affined and Title, under signature)

16 DECEMBER 2013
(Date)

END OF SUBMISSION PACKAGE

**PROPOSAL
TO PROVIDE FORESTRY CONSULTATION SERVICES
TO THE TOWNSHIP OF BLOOMFIELD, NEW JERSEY**

First Mountain Arboriculture, LLC, Caldwell, New Jersey, proposes to provide tree consultation services to the Township of Bloomfield, New Jersey. These services will be for municipally owned trees and shrubs, i.e., those plants growing in municipal road right-of-ways, plants growing in municipal parks, green areas, parking lots, schools (if applicable), and plants growing within County right-of-ways, but which the county has transferred responsibility to the Township of Bloomfield. Additionally, consultation services will be provided to the Zoning and Planning Boards as required, for any and all site plan applications, as directed by the Township.

The scope of work will include, but not be limited to, the following:

1. DEVELOP AND REVIEW SPECIFICATIONS FOR STREET TREE REMOVAL.
2. DEVELOP AND REVIEW SPECIFICATIONS FOR STREET TREE PRUNING
3. DEVELOP AND REVIEW SPECIFICATIONS FOR STREET TREE PLANTING
4. CONDUCT INSPECTIONS AS DIRECTED BY THE TOWNSHIP ADMINISTRATION
5. RESPOND TO EMERGENCY CALLS
6. REVIEW AND UPDATE TOWNSHIP'S COMMUNITY FORESTRY PLAN
7. REVIEW AND AMEND, AS DIRECTED, TOWNSHIP TREE PRESERVATION ORDINANCE
8. PROVIDE WRITTEN REPORTS, ATTEND MEETINGS AS DIRECTED
9. COMPLETE AND SUBMIT STATE REQUIRED ANNUAL REPORTS
10. CREATE AND DIRECT ARBOR DAY CELEBRATION

All work and specifications shall meet or exceed the recommended guidelines or requirements set forth in one or more of the following:

1. American National Standards Institute (ANSI) Standard for Tree Care Operations – Tree, Shrub, and other Woody Plant Maintenance – Standard Practices (A300). Parts 1,2,3
2. ANSI Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush –Safety Requirements (Z133.1)
3. ANSI Standard for Nursery Stock, (Z60)
4. Pruning Standards for Shade Trees. 1997. New Jersey Board of Certified Tree Experts.
5. Trees for New Jersey Streets. 2007. New Jersey Shade Tree Federation.
6. Evaluation of Hazard Trees in Urban Environments. 2nd. Ed. Matheny, Nelda, and James R. Clark. 1994.

Experience

- Superintendent of Parks and Shade Trees, Montclair, NJ. 1993-1998
- Horticultural Manager, Van Vleck House & Gardens, 1998-2005
- Borough Forester, Borough of Glen Ridge, NJ, 2003 – 2011
- Township Forester, Bloomfield, NJ – 2006 - present
- Township Forester, Montclair, NJ – July 2008 - present
- International Society of Arboriculture (ISA) Certified Arborist # NJ-0856A
- New Jersey Certified Tree Expert #512

Additional Experience/Qualifications

- Excellent public relationship skills
- Member, International Society of Arboriculture
- Member, Society of Municipal Arborists
- Instructor, Rutgers School of Continuing Professional Education. Courses taught are Municipal Shade Tree Management, and Advanced Pruning Techniques.
- Attend all state tree conferences; maintain all required CEU's.

Meetings

I will attend any meeting as required, schedule permitting.

Compensation

All work shall be billed at the rate of **seventy-five (\$75) dollars per hour.**

Emergency call-backs, or work required on nights, weekends, or holidays, shall be billed at the rate of **one hundred (\$100) dollars per hour.**

References

1. Borough Forester
Borough of Glen Ridge
825 Bloomfield Avenue
Glen Ridge, NJ 07028
Contact: Michael Zichelli, Director of Planning.
973-748-8400
Forester 2003 - 2011
Directed all tree care work: planting, pruning, removal. All work is done by outside contractors. Prepared specifications for all work.
Compensation: \$75 per hour

2. Township Forester

Township of Bloomfield

1 Municipal Plaza

Bloomfield, NJ 07003

Contact: Paul Lasek, Township Engineer 973-680-4009

Forester since 2006

Directed all tree care work: planting, pruning, removal. Provide training to shade tree crew. Bloomfield has a small shade tree staff, so all planting and large removals is performed by outside contractors. Prepared specifications for all work.

Compensation: \$75 per hour.

3. Township of Montclair

Department of Community Services

219 North Fullerton

Montclair, NJ 07042

Contact: Steve Wood, Director of Community Services 973-783-5600

Forester since July 2008

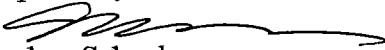
Redirected Shade Tree operations to get best value work. Contracted out large removals and planting. Began developing standard policies for shade tree operations. Held several neighborhood meetings to discuss current shade tree work.

Assisted with developing Shade Tree Preservation Ordinance

I have a very good working relationship with the shade tree staff.

Compensation: \$75 per hour.

Respectfully Submitted


Stephen Schuckman
First Mountain Arboriculture, LLC
25 Cleveland Street
Caldwell, NJ 07006
973-494-1296



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	FIRST MOUNTAIN ARBORICULTURE L.L.C.
Trade Name:	
Address:	37 OAK GROVE ROAD CALDWELL, NJ 07006
Certificate Number:	1216123
Effective Date:	February 28, 2006
Date of Issuance:	November 09, 2009

For Office Use Only:
20091109120522185

ATTACHMENT "B" – RESOLUTION OF APPROVAL



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 02/10/14 07:00 PM

2014 RESOLUTION AWARD OF PROFESSIONAL SERVICE

AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR A PART-TIME FORESTRY CONSULTANT

PS-10
WHEREAS, the Township of Bloomfield requires the services of a part-time Forestry Consultant and has advertised the need for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Engineer has certified that the value of the service will exceed \$17,500; and

WHEREAS, the term of this contract is one year and will end on December 31, 2014; and

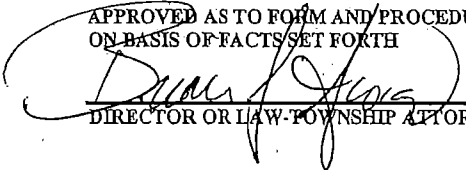
WHEREAS, First Mountain Arboriculture, LLC., Stephen Schuckman, 37 Oak Road, Caldwell, NJ (hereinafter "Professional") has submitted the attached proposal indicating he will provide the services for a standard hourly rate of \$75 per hour; an emergency call or weekend/holydays a rate of \$100.00 per hour; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


DIRECTOR OR LAW-TOWNSHIP ATTORNEY

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

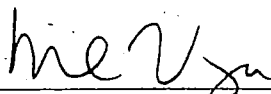
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 10, 2014.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3310						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated	Elias N. Chalet		☒	☐	☐	☐
☐ Withdrawn	Nicholas Joanow		☒	☐	☐	☐
☐ Tabled	Carlos Bernard		☐	☐	☐	☒
☐ Approved	Wartyna Davis		☒	☐	☐	☐
☐ Approved by Consensus	Joseph Lopez		☒	☐	☐	☐
☐ Not Discussed	Carlos Pomares		☒	☐	☐	☐
☐ Tabled with No Vote	Michael J. Venezia		☒	☐	☐	☐
☐ Discussed						
☐ Veto by Mayor						
☐ Approved No Vote						
☐ Deferred						