## **CONTRACT FOR**

# PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES

## AS LANDSCAPE ARCHITECT

# FOR THE BARNEGAT TOWNSHIP PLANNING BOARD

THIS AGREEMENT is made as of this 11th day of January, 2023

#### BETWEEN:

BARNEGAT TOWNSHIP PLANNING BOARD Township of Barnegat 900 West Bay Avenue Barnegat, NJ 08005-1298

hereinafter referred to as CLIENT, AND

TAYLOR DESIGN GROUP, INC. 131 Hartford Road Mt. Laurel, NJ 08054

hereinafter referred to as LANDSCAPE ARCHITECT

WHEREAS, the CLIENT desires to engage the LANDSCAPE ARCHITECT to serve as the Board LANDSCAPE ARCHITECT for the purpose of rendering LANDSCAPE ARCHITECTURE services when the need arises and upon the request of the Board; and

WHEREAS, Taylor Design Group, Inc. shall be designated as the LANDSCAPE ARCHITECT in Responsible Charge of the CLIENT whom the CLIENT shall appoint; and

WHEREAS, by entering into the CONTRACT, the CLIENT acknowledges that the services to be performed by the LANDSCAPE ARCHITECT shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40A-11-1 et seq.; and

WHEREAS, the LANDSCAPE ARCHITECT has submitted a proposal dated **September 30, 2022,** for the above-described professional services, hereinafter referred to as PROPOSAL, the terms and conditions of which proposal, including fees, are satisfactory to the CLIENT, and are set forth herein.

NOW, THEREFORE, the CLIENT and LANDSCAPE ARCHITECT in consideration of their mutual covenants and promises, agree as follows:

## TOWNSHIP OF BARNEGAT LANDSCAPE ARCHITECT JANUARY 11, 2023 Page 2 of 7

#### SECTION I - PROFESSIONAL SERVICES OF THE LANDSCAPE ARCHITECT

The LANDSCAPE ARCHITECT, upon the request of the CLIENT shall provide basic professional LANDSCAPE ARCHITECTURE services as required by CLIENT, as described in the PROPOSAL, which is attached hereto as Exhibit A, for the review of land development plans, reports, and applications which shall include, but not be limited to:

- 1. Serve as a general LANDSCAPE ARCHITECTURE consultant to the CLIENT;
- Provide technical and LANDSCAPE ARCHITECTURE advice to the CLIENT;
- 3. Review the applications, reports and plans submitted by others to the CLIENT for review pursuant to the Municipal Land Use Law;
- Consult with others and the CLIENT with respect to the foregoing matters, and all other LANDSCAPE ARCHITECTURE matters, related to the duties and responsibilities of the CLIENT;
- 5. Furnish pertinent reports, counseling, and advice to the CLIENT, as required;
- 6. Perform such other duties and functions as may be requested by the CLIENT; and
- 7. Attend meetings and hearings of the CLIENT, as directed.

#### SECTION II - ADDITIONAL SERVICES

The CLIENT may authorize the LANDSCAPE ARCHITECT to undertake additional services related to special projects ("Additional Services"). Such authorizations shall be by resolution of the CLIENT and memorialized in writing between the parties prior to commencement of said services. The LANDSCAPE ARCHITECT shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and LANDSCAPE ARCHITECT, which shall be memorialized in the resolution authorizing the Additional Services.

#### SECTION III - CERTAIN ACTIONS TO BE TAKEN BY THE CLIENT

#### The CLIENT agrees to:

- A. Make such records and information available to the LANDSCAPE ARCHITECT as may be required to assist in the performance of duties.
- B. Authorize and direct committees, employees, and agents of the CLIENT to consult with the LANDSCAPE ARCHITECT at all reasonable times upon the request of the LANDSCAPE ARCHITECT regarding:
  - 1. The work and services to be done or rendered by the LANDSCAPE ARCHITECT and/or others in the employ of the CLIENT;
  - 2. The applications, plans, and reports to be reviewed by the LANDSCAPE ARCHITECT, submitted by others to the CLIENT:
  - 3. The coordination of LANDSCAPE ARCHITECT'S professional services for any project or application; and
  - 4. Any and all other matters, as requested by the LANDSCAPE ARCHITECT, relating to the work and services of the LANDSCAPE ARCHITECT.

## TOWNSHIP OF BARNEGAT LANDSCAPE ARCHITECT JANUARY 11, 2023

#### Page 3 of 7

C. Submit to the LANDSCAPE ARCHITECT all relevant applications, plans and reports prepared by others within such time to allow LANDSCAPE ARCHITECT ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the LANDSCAPE ARCHITECT causing a delay in the progress of the work.

#### SECTION IV - COMPENSATION OF THE LANDSCAPE ARCHITECT

A. For the services rendered by the LANDSCAPE ARCHITECT under the Agreement, the CLIENT shall pay and the LANDSCAPE ARCHITECT shall receive the following described sums:

#### 1. <u>Professional Services:</u>

For all professional services provided pursuant to Section I of this Agreement, the LANDSCAPE ARCHITECT shall be compensated in accordance with the Schedule of Billable Hourly Rate/Expenses, as shown on the PROPOSAL, attached hereto as Exhibit A.

#### 2. Additional Services:

For the Additional Services Performed under Section II of this Agreement, the LANDSCAPE ARCHITECT shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

#### 3. Attendance at Meetings:

The LANDSCAPE ARCHITECT, or representatives, shall attend scheduled workshop and public meetings of the CLIENT as requested. The LANDSCAPE ARCHITECT shall be compensated for said meetings in accordance with the Schedule of Billable Hourly Rate/Expenses, as shown on the PROPOSAL, attached hereto as Exhibit A.

#### 4. Additional Expenses:

Expenses for mileage and telephone are specifically included in the above hourly rates set forth in the PROPOSAL attached hereto as Exhibit A. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the LANDSCAPE ARCHITECT.

- B. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered.
- C. In the event CLIENT requires LANDSCAPE ARCHITECT'S services beyond the termination date specified in Section V, LANDSCAPE ARCHITECT'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the LANDSCAPE ARCHITECT reduced to writing and deemed a modification of this Agreement.

## TOWNSHIP OF BARNEGAT LANDSCAPE ARCHITECT JANUARY 11, 2023 Page 4 of 7

SECTION V - PERIOD OF SERVICE

This Agreement shall be effective **JANUARY 1, 2023,** and shall terminate on **JANUARY 31, 2024.** Should the LANDSCAPE ARCHITECT'S services be required beyond that time, the LANDSCAPE ARCHITECT'S compensation for such work shall be subject to renegotiation, provided however, that compensation shall not be lower than the rates provided in the attached Schedule of Rates.

#### SECTION VI - STATUS OF LANDSCAPE ARCHITECT

- To the extent permitted by law, the LANDSCAPE ARCHITECT, when engaged in the performance
  of LANDSCAPE ARCHITECTURE duties and services set forth herein (including specifically those
  services described in Section I hereof) shall act as and have the status of an employee of an
  agent of the Municipality for the purposes of immunity and shall therefore be entitled to
  immunities normally afforded to a Municipal employee agent under Title 59.
- 2. The CLIENT, subject to appropriation and availability of funds, authorizes the LANDSCAPE ARCHITECT to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the service required. It is agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by employees of Taylor Design Group, Inc.
- 3. The professional, technical and non-technical staff referred to in subpart 2 hereto, when they are engaged on behalf of the CLIENT in the performance of LANDSCAPE ARCHITECTURE duties and services referred to in Section I hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in subpart 1 hereof.

#### SECTION VII - INSURANCE AND INDEMNIFICATION

- 1. The LANDSCAPE ARCHITECT shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the LANDSCAPE ARCHITECT and/or Its Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 per occurrence; \$2,000,000 aggregate. The LANDSCAPE ARCHITECT will provide Certificates of Insurance to the CLIENT if requested.
- LANDSCAPE ARCHITECT shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the LANDSCAPE ARCHITECT pursuant to this agreement. The limits of LANDSCAPE ARCHITECT'S Professional Liability Insurance is currently \$1,000,000 per claim; \$2,000,000 aggregate.
- 3. The CLIENT acknowledges that although the LANDSCAPE ARCHITECT is to cooperate with and make recommendations to the CLIENT with respect to LANDSCAPE ARCHITECTURE matters related to the services provided by LANDSCAPE ARCHITECT, the final decisions are within the CLIENT'S discretion and are to be made by the CLIENT.

The LANDSCAPE ARCHITECT shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the recommendations of the LANDSCAPE ARCHITECT, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the LANDSCAPE ARCHITECT. The CLIENT hereby releases the LANDSCAPE ARCHITECT, including its principals and employees, from any and all liability and waives any and all claims against the LANDSCAPE ARCHITECT, its principals or employees arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the LANDSCAPE ARCHITECT, including its principals and employees, against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

## TOWNSHIP OF BARNEGAT LANDSCAPE ARCHITECT JANUARY 11, 2023 Page 5 of 7

4. LANDSCAPE ARCHITECT agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys fees and costs of defense) to the extent caused by LANDSCAPE ARCHITECT'S negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the LANDSCAPE ARCHITECT is legally liable in the performance of professional services under this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold LANDSCAPE ARCHITECT, its principals and employees, harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions.

#### SECTION VIII - LITIGATION AND ADDITIONAL INVESTIGATION

If requested by the client or directed by subpoena or court order, the LANDSCAPE ARCHITECT shall prepare for and appear in litigation matters on behalf of the CLIENT or make investigations or reports in connection therewith in accordance with the LANDSCAPE ARCHITECT'S schedule of billable hourly rates/expenses, or other consideration for such additional compensation as the LANDSCAPE ARCHITECT and CLIENT shall previously agree in writing.

#### SECTION IX - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the CLIENT and the LANDSCAPE ARCHITECT relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to the Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

No change in, addition to, or modifications of any provisions of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition or modification.

#### SECTION X - STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

The LANDSCAPE ARCHITECT and the CLIENT hereby incorporates by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant P.L. 1975, c. 127, as amended and supplemented from time to time; and LANDSCAPE ARCHITECT agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a) and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

#### SECTION XI - AMERICANS WITH DISABILITIES ACT

The LANDSCAPE ARCHITECT and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (<u>U.S.C.</u> Sec. 12101 <u>et seq.</u>), which prohibit 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 thereto, and made part of this Agreement.

#### SECTION XII - CONTROLLING LAW

The laws of the State of New Jersey shall govern this Agreement.

## TOWNSHIP OF BARNEGAT LANDSCAPE ARCHITECT JANUARY 11, 2023

Page 6 of 7

#### SECTION XIII - SUCCESSORS AND ASSIGNS

Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.

#### SECTION XIV - DISPUTES TO BE NEGOTIATED / MEDIATED

The parties shall attempt, in good faith, to resolve any dispute arising out of or relating to this contract through negotiations between chief executives of the parties. If the matter is not resolved by the parties alone, the parties agree to submit to a formal mediation with a mutually agreed upon mediator. If no mediator can be selected by mutual agreement of the parties, the parties shall seek the assignment of a mediator through the American Arbitration Association and in accord with its rules. Each party shall bear half the costs associated with the mediation.

If the matter is not resolved by good faith negotiation and/or mediation, within 60 days of initial notification of the need to negotiate, or such reasonable extension of time as may be necessary based upon availability of the parties or assignment of the mediator, either party may seek further legal action, including but not limited to the filing of an action in Superior Court, State of New Jersey.

#### SECTION XV - SEVERABILITY

Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

IN WITNESS WHEREOF, the CLIENT and LANDSCAPE ARCHITECT have caused this Instrument to be executed in its respective name and behalf as the day and year herein written.

WITNESS:

TOWNSHIP OF BARNEGAT PLANNING BOARD

WITNESS:

TAYLOR DESIGN GROUP, INC.

HOLLY M. PASQUA

BUSINESS MANAGER

SCOTT D. TAYLOR, AICP, PP, LLA, LEED AP

VICE-PRESIDENT

# **EXHIBIT A**

#### TOWNSHIP OF BARNEGAT 900 WEST BAY AVENUE BARNEGAT, NJ 08005

## RIGHT TO EXTEND - TIME FOR AWARD

The Township of Barnegat is required by the Local Public Contracts Law N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Township of Barnegat require an additional thirty (30) days extension to make an award of this bid, by signing this document you should grant the Township of Barnegat the right to extend this award up to ninety (90) days, if deemed necessary

SIGNED: (SIGNATURE)
TITLE: Scott D. Taylor, Vice President
(PRINTED OR TYPED)
COMPANY: Taylor Design Group, Inc.
DATED:09 / 30 / 2022_
TYPE OF PRODUCT OR SERVICE OFFERED:
Planning & Landscape Architecture Services

## PUBLIC/STOCKHOLDER DISCLOSURE STATEMENT

NAME OF BUSINESS: Taylor Design Group, Inc.					
I certify that the list below contains the names and home addresses of all stockholders 10% or more of the issued and outstanding stock of the undersigned.					
	Or				
I certify that no one stockholder owns 10%	I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.				
<ul> <li>□ Partnership</li> <li>□ Limited Partnership</li> <li>☑ Subchapter S Corporation</li> </ul>					
Sign and notarize the form below, and, if necessary,	complete the stockholder list below.				
STOCKHOLDERS:					
Name: Scott D. Taylor	Name:Michelle M. Taylor				
Home Address:	Home Address:				
77 N. Lakeside Drive West	77 N. Lakeside Drive West				
Medford, NJ 08055	Medford, NJ 08055				
Name:	Name:				
Home Address:	Home Address:				
Name:	Name:				
Home Address:	Home Address:				
Subscribed and sworn before me this <u>30th</u> day of <u>September</u> , 20 <b>22</b>	(Affiant)				

My Commission Expires: 7.23.2024
Holly M. Pasqua

(Notary Public Signature)

Scott D. Taylor, Vice President (Print name & title of affiant)

(Corporate Seal)

# PLEASE EXECUTE THIS FORM & SUBMIT WITH THE RFP PACKAGE

### NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Burlington
I, Scott D. Taylor residing in Medford in the County of (Name of Affiant) (Name of Municipality)
Burlington and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:
I am Vice President of the firm of Taylor Design Group, Inc. the bidder making this Proposal (Name of Firm)
For the bid entitled 2023 Professional Services - Planning Board Landscape Architect & Planner (Title of Bid Proposal)
And that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in the affidavit are true and correct, and made with full knowledge that the
Township of Barnegat relies upon the truth of the statements contained in said Proposal and
in the statements contained in this affidavit in awarding the contract for said project.
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fid employees or bond fide established commercial or selling agencies maintained
Taylor Design Group, Inc.
Subscribed and sworn to me
Before this daySeptember 30, 2022
Holly M. Jasque
(Type or print name of affiant under signature)
Notary public of New Jersey
My commission expires: 07/23/2024 (Seal)

#### N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE 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 employments 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 contract 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 should 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 solicitation or advertisements for employees placed by or on behalf o the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contract officer advising the labor union or workers' representative of the contractor's commitments under this act and should 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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.

#### N.J.S.A. 10:5-31 ET SEQ. (P.L. 1975, C.127) AND N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (CONTINUED)

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, 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 should 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 AA-302

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

Submitted by: _	Taylor Design Group, Inc. (Name of Firm)
	(Name of Firm)
Name:	Scott D. Taylor, AICP, PP, LLA, LEED AP (Please type or print)
	(Flease type of print)
Signature:	Shi.
Signature.	
Title:	Vice President

Date: 09 / 30 / 2022

# PLEASE EXECUTE THIS REQUIRED FORM AND SUBMIT WITH RFP PACKAGE

## EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS N.J.S.A. 10:5-31 AND N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor should submit to the County, prior to execution of the contract, one of the following

documents.						
Goods and General Service Vendors						
1.	Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.					
	Do you have a federally approved or sanctioned EEO/AA program?  Yes No _X  If yes, please submit a photo copy of such approval.					
2.	A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.					
	Do you have a State Certificate of Employee Information Report Approval? Yes X No If yes, please submit a photo copy of such approval.					
3.	The successful vendor should complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report should constitute evidence of compliance with the regulations. Prior to execution of the contract, EE0/AA evidence must be submitted.					
	ul vendor should complete an initial Employee Report (Form AA-302) on the Division website at					

ww.state.nj.us/treasury/contract compliance.

The successful vendor(s) must submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

The undersigned vendor further understands that his/her bid should 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.

Company: _		aylo	r Design	Group,	Inc.	
Signature: _	S	7	-	•		
		1				

Print Name:	Scott D. Taylor, Vice President		
Company:	aylor Design Group, Inc.	Date:	09 /30 /2022

## BARNEGAT TOWNSHIP 900 WEST BAY AVENUE BARNEGAT, NJ 08005

## **BIDDER'S CHECKLIST**

The following checklist is provided for each bidder to check off documents submitted with their bid;

- A. Stockholders Disclosure Statement properly notarized listing stockholders or partners
   Owning ten percent (10%) or more of corporation or partnership stock. (Required)
- B. Non-Collusion Affidavit properly notarized. (Required)
- C. New Jersey Business Registration Certificate (BRC) (Required)
- D. Affirmative Action Evidence (Required)
- E. W-9 Form
- F. Authorized signatures on all forms.
- G. Request for Proposal for Professional Services Rate Sheet.