

REQUEST FOR BIDS

**EMERGENCY AND NON-EMERGENCY
TREE SERVICES**

SPECIFICATIONS AND BIDDING CONTRACT

The Borough of Haddon Heights

**David Taraschi- CPWM
514 W. Atlantic Avenue
Haddon Heights, NJ 08035
856-546-2580**

**NOTICE TO BIDDERS EMERGENCY AND NON-EMERGENCY TREE SERVICES
BOROUGH OF HADDON HEIGHTS, CAMDEN COUNTY, NEW JERSEY**

Notice is hereby given that sealed bids will be received, opened and read in public by Friday, July 13, 2018 at 10:00 am in the Conference Room at 625 Station Avenue, Haddon Heights, New Jersey 08035.

**EMERGENCY AND NON-EMERGENCY
TREE SERVICES 2018**

Sealed bids must be delivered in person to the Borough Clerk of the Borough of Haddon Heights, 625 Station Avenue, Haddon Heights, New Jersey 08035 and clearly indicate that a bid is enclosed for this particular service contract, the time and date of the receipt of bids and bear the name and address of the party submitting the proposal.

The Bid Documents will be posted on the Borough Website. Bidders may request a paper copy of the documents upon request via the Borough Clerk's Office.

Bids shall be made only on the Form of Proposal provided. Each bid shall be accompanied by a Consent of Surety and by a certified check, cashier's check or bid bond in the sum of ten percent (10%) of the amount of the bid or \$20,000, whichever is less.

Checks will be made payable to the Borough of Haddon Heights. Bid Security will be held as a guaranty that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said Bid Security and the amount represented thereby will be forfeited to the Borough of Haddon Heights as liquidated damages.

Inquiries during bidding shall be written and sent to Mr. David Taraschi by mail, or by phone at 856-546-2580 and shall thoroughly describe the nature of the inquiry. Mr. David Taraschi will only respond to what he deems as legitimate inquiries which could have an impact on the bid proposal.

No bidder may withdraw his bid within sixty (60) days after the actual opening of the bid thereof pursuant to N.J.S.A. 18A-36.

The owner intends to award contracts for this work in accordance with the law.

The owner reserves the right to reject any or all bids and to waive any informality in the bidding if it is in the best interest of the Owner to do so.

If any bidder is a foreign corporation, one that is a corporation not chartered under the laws of the State of New Jersey, but licensed to do business in the State of New Jersey, he must submit with his Bid, an affidavit duly executed by the President of the Corporation, stating in said affidavit duly executed by the President of the Corporation, stating in said affidavit that said Corporation has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey.

In accordance with the provision of N.J.S.A. 10: 5-33 all bidders are placed on notice that they are required to comply with the requirements of P.L. 1975, Chapter, Chapter 127 (NJAC 17:27).

Each bidder shall submit proof of approval of its affirmative action program of equal opportunity by the State Treasurer in accordance with the requirements of the N.J.S.A. 10:5-34.

ALL Contractors and Sub-Contractors are **required** to be registered by the **New Jersey Department of Treasury, Division of Revenue** at the time bids will be received by the Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A 52: 32-44).

Bidders are required to comply with the requirements of P.L. 1963, c.150 (Prevailing Wages) where applicable and P.L. 1977, c.33 (Disclosure Statement).

By order of the Borough Council of the Borough of Haddon Heights.

Municipal Clerk

REQUEST FOR BIDS

EMERGENCY AND NON-EMERGENCY TREE SERVICES

NOTICE TO BIDDERS

SECTION 1.0 – GENERAL INSTRUCTIONS

SECTION 2.0 – SPECIAL INSTRUCTIONS

SECTION 3.0 – TECHNICAL SPECIFICATIONS

SECTION 4.0 – PROPOSAL DOCUMENTS

SECTION 5.0 – CONTRACT DOCUMENTS

SECTION 1.0 GENERAL INSTRUCTIONS

1.01 **GENERAL DESCRIPTION**

1.01.1 The Borough of Haddon Heights is seeking Bids for:

EMERGENCY AND NON-EMERGENCY TREE SERVICES

1.01.2 The purpose of this Request for Bids is to solicit proposals from firms interested in providing Emergency and Non-Emergency Tree Services for the Borough of Haddon Heights. The contract shall be valid for one (1) year commencing on the date of execution of the contract which is anticipated on or about July 2018 and The Borough shall have the option to extend the contract for one (1) additional one year period.

1.02 **PREPARATION OF BID**

1.02.1 Bids for the above referenced Contract will be received by the Borough of Haddon Heights, on **June , 2018**. **Three (3) copies shall be submitted.** One packet shall contain original documents.

1.02.2 The Bids shall be as specified herein. If made by a company or partnership, the Respondent's Statement of Ownership shall be signed by all general partners and others having a beneficial interest of ten percent (10%) or more. If made by a corporation (Joint Venture, Associated Firms, Etc.) the Respondent's Statement of Ownership shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary. Public Corporations shall affix their corporate seals to the Respondent's Statement of Ownership. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:

- Proposal Documents for Emergency Tree Services
- Respondent's Name
- Respondent's Address
- Respondent's Telephone and Fax Numbers
- New Jersey Business Registration Certificate as issued by the New Jersey Department of Treasury

1.02.4.1 Enclosed in the sealed envelope with the proposal shall be the following documents, attached hereto Section 4.0, Proposal Documents:

- Proposal Form

- Bid Bond
- Consent of Surety
- Non-Collusion Affidavit
- Certification of Bidder Regarding Affirmative Action Program
- Statement of Ownership
- Eligibility Affidavit
- List of Subcontractors
- Qualification Questionnaire/Affidavit
- Personnel and Equipment List/Affidavit
- Disclosure of Political Contributions
- Business Registration Certificate

1.02.5 Proposals may be withdrawn prior to the time of the Bid Opening for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of the Request for Bids shall be directed in writing to:

Mr. David Taraschi, Department of Public Works,
Borough of Haddon Heights 514 W. Atlantic Avenue,
Haddon Heights, New Jersey, 08035.

1.03 **AUTHORIZATION TO DO BUSINESS IN NEW JERSEY**

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Bid, an affidavit executed by the President of the Company stating in the affidavit that the Corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown by a duly executed statement accompanying the Bid, or submitted on request prior to the award of the Contract by the Borough of Haddon Heights.

1.04 **QUALIFICATIONS**

1.04.1 Each Respondent shall submit with his Proposal a statement of qualifications that demonstrates the Respondent’s ability to perform the work as outlined in **Section 2.0, SPECIAL INSTRUCTIONS.**

1.04.2 Bidders on the Contract shall be limited to individuals, partnerships, and corporations who are actively engaged in the field of arboriculture, and who are able to demonstrate competence, experience and financial capacity to carry out the terms of the Project if so requested by the Borough.

1.04.3 All bidders shall be completely knowledgeable in the techniques and use of equipment for emergency tree services, and all bidders shall have a minimum of 15 years' experience in providing emergency tree services.

Additionally, all bidders shall have the personnel and equipment as outlined in ***Section 2.0, SPECIAL INSTRUCTIONS***, to perform the services.

All bidders shall complete the Qualification Questionnaire/Affidavit, Personnel List and Equipment List/Affidavit.

1.04.4 All proposed Subcontractors if any shall be listed on the Subcontractors Use Form and are subject to approval by the Borough of Haddon Heights.

1.04.5 Responses from joint ventures or associated firms shall include qualifications and experience for the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

1.04.6 The Borough of Haddon Heights reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Bidder.

1.04.7 The Contract will only be awarded to a Bidder who, in the opinion of the Borough of Haddon Heights, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 **FAMILIARITY WITH THE WORK**

1.05.1 It is the obligation of the Bidder to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, familiarity with all public municipal streets and municipal properties.

1.05.2 The Bidder hereby expressly waives any right to, and agrees that he will make no claim for an increase in the payments due from the Township under the terms of the Contract because of any misinterpretation or misunderstanding of the Request for Bid or because of any failure to fully acquaint itself with all conditions relating to the work.

1.05.3 The Bid submitted shall be at the cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Borough of Haddon Heights. No Bid or other submitted materials will be returned.

1.06 **INTERPRETATION OF DOCUMENTS**

1.06.1 Only the interpretations or corrections issued as written Addenda by the Borough of Haddon Heights shall be binding. No other source is authorized to issue

information regarding any explanation or interpretation of these Documents. Written Addenda shall be sent to all parties who register in writing with the Borough by certified mail with return receipt requested.

1.07 **CAUSE OF REJECTION**

1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:

- Not responsive to the Request for Bid
- Inability to qualify or perform the specified work

1.07.2 The Borough of Haddon Heights reserves the right to waive any and all irregularities and informalities in the submission of the Bids. The Borough of Haddon Heights reserves the right to reject any and/or all Bids submitted in response to the Request for Bid.

1.08 **AWARD AND EXECUTION OF CONTRACT**

1.08.1 The Contract is scheduled to be awarded at a meeting of the Commissioners in July. All Bidders will be notified in writing of the action taken by the Borough of Haddon Heights.

1.08.2 The award will not be binding upon the Borough of Haddon Heights until all required documentation has been submitted by the Respondent, the Borough of Haddon Heights has issued a resolution awarding the Contract and the Contract has been executed by all parties.

1.08.3 The intention of the Borough of Haddon Heights is to award the Contract or Contracts to the Respondent(s) providing the lowest total bid based on the hourly price bid for the five different categories of equipment and personnel for emergency tree services to the Borough of Haddon Heights and consideration of the following:

- Responsiveness to the Request for Bid
- Experience of the Respondent
- Qualifications of staff and resources to be assigned to the work

The bidder or bidders to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date of the award.

At the time of submitting the contract, each successful bidder shall deliver to the Borough a bond as required by the statutes of the State of New Jersey, executed by a company satisfactory to the Borough and authorized to do business in the State of New Jersey. The bond shall provide for the satisfactory completion of the work and for the payment of all debts pertaining to materials or labor used or employed in the execution of the contract. The form and conditions of the bond and surety

shall be acceptable to the Borough Attorney and shall be in an amount equal to the amount of the contract award. The amount of the bond will be based upon a contract award amount computed based on the total of the hourly rates for emergency tree services as the case may be and estimated hours anticipated for these services. The Borough reserves the right to extend the hours during the contract period by a resolution of the Borough.

In the event that a successful bidder shall fail or refuse to execute the contract or deliver the required bond, then the Borough may, at its sole option, deem and declare that the contract has been abandoned, and the certified check or bid bond submitted with the proposal shall be forfeited to the Borough as liquidated damages. The Borough, at its option, may award the contract to the next lowest bidder or advertise for new proposals.

1.08.4 The successful Respondent shall receive a written Notice to Proceed from the Borough of Haddon Heights.

1.09 **INSURANCE AND INDEMNIFICATION**

1.09.1 A Certificate of Insurance of Workers' Compensation, Personal Injury, Vehicles, Contractors' Equipment, and Property Damage must accompany all bids. The Borough of Haddon Heights shall be listed as a named insured.

1.09.2 The Contractor shall not commence work until they have obtained all the insurance required in this Section, and the Borough has approved the insurance. Three (3) copies of each certificate of insurance and one (1) copy of each policy will be filed with the Borough for approval. Certificates must state the limits of liability, the expiration date, and the type of coverage for each policy, as well as a provision that the coverage afforded under the policies will not be canceled or changed until at least fifteen (15) days prior written notice has been given to the Borough. Renewal certificates covering the renewal of all policies expiring during the life of the Contract will be filed with the Borough not less than fifteen (15) days before the expiration of these policies. All policies required by this Section will be kept in effect and renewed if necessary until the Contractor completes all operations on the work.

1.09.3 All insurance shall name the Borough of Haddon Heights as an additional insured.

1.09.4 The Contractor shall purchase and maintain insurance with companies satisfactory of the Borough as follows:

- A. Workmen's Compensation and Employer's Liability Insurance - Covering all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$1,000,000.
- B. Comprehensive General Liability Insurance Including Contractor's Protective - Completed Operations and Contractual General Liability

Insurance - With minimum limits of not less than \$1,000,000 for any one occurrence for bodily injury and \$1,000,000 for any person and \$1,000,000 aggregate for property damages. The property damage liability insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards. All liability coverage shall be on an occurrence basis.

- C. Comprehensive Automobile Liability Insurance - Covering Contractor for claims arising from all Owned, Hired and Non-Owned vehicles with limits of not less than \$500,000 any one person and \$1,000,000 any one accident for bodily injury and \$500,000 each accident for property damages.
- D. Contractual Liability Insurance - Must be included in the Comprehensive General Liability Insurance described in Subparagraph B. above specifically insuring the indemnification clause specified hereinafter.
- E. Policy Period - Policies shall remain in force until all work has been completed and until all retained percentages and maintenance bonds have been released.
- F. Certificates of the Insurance required above must be filed with the Borough, in triplicate, before the contract is signed. The Comprehensive General Liability certificate must specifically state that Standard Contractual Liability Insurance is enforced insuring the Indemnification Clause must be typed on the certificate. All certificates must provide 15 days prior written notice to the Borough of policy cancellation or material change. Any notice of termination shall constitute an immediate default and permit the Borough to immediately terminate this Agreement.
- G. Copies of the Insurance Policies must be filed with the Borough before the Contractor starts any work.
- H. Policies shall remain in force until all work has been completed and until all retained percentages and maintenance bonds have been released.

1.09.5 Indemnification Clause - The Contractor assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the Borough, and its agents, servants, officers or employees of each of them and all owners or property on which work is being performed hereunder pursuant to easement or right-of-way agreements, from and against any and all claims; demands or lawsuits that may be made by third parties against them, their agents, servants, officers or employees for damages of any kind or of any loss arising from the project on account of or resulting from acts of omissions of the Contractor, its employees, agents, or subcontractors including but not limited to: (1) any loss or damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Project; (2) any damages or injury to the persons or person or property of the contractor, its

subcontractors, officers, agents, servants or employees, or any other person who may be about the Project caused by any act of negligence of any person (other than the Borough, the State of its officers, agents, servants or employees); of (3) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State or the Borough in connection with the project. The Contractor shall indemnify, protect, defend and hold the Borough and its agents, servants, officers and employees (each as "Indemnified Party"), harmless from and against any and all such loses, damages, injuries, cost or other proceeding whatsoever, brought by any person or entity whatsoever (except by the Contractor) and arising or purportedly arising from this Agreement or from the construction of public or private property, or any accident or property damaged incurred during the course of this unit shall be reported to the CPWM of the Department of Public Works or the Police Department.

1.09.6 Insurance Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

1.10 RESERVED

1.11 RESERVED

1.12 **CONTRACT DOCUMENTS**

1.12.1 The contract documents shall consist of the Request for Bids including Sections 1.0, 2.0, 3.0, 4.0 and 5.0 along with the Respondent's Proposal form and the Agreement to the successful Respondent by the Borough of Haddon Heights.

1.12.2 Should discrepancies exist between the Request for Bid and the Respondent's Bid, the requirements of the Request for Bid will govern, unless otherwise agreed to in writing by the Borough of Haddon Heights and the Respondent.

1.13 RESERVED

1.14 **PROPOSAL FORM**

1.14.1 The cost information shall be required on the Proposal Form included in Section 4.0. The Proposal Form shall be completed in ink or by typewriter. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

1.15 **COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

1.15.1 This contract is considered to be a service contract and therefore not subject to the Prevailing Wage Act, N.J.S.A. 34:11-56.25.

1.16 **DISPUTES UNDER THE CONTRACT**

1.16.1 A dispute arising under the Contract shall be submitted in writing to Mr. David Taraschi CPWM for the Borough of Haddon Heights with all the facts and supporting data. Mr. Taraschi will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Borough Attorney or submitted to a court of competent jurisdiction, in the Borough's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Borough residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Borough seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Borough and shall indemnify the Borough for any damages, fees and expenses incurred.

1.17 **AFFIRMATIVE ACTION REQUIREMENTS EXHIBIT B (REV 9/92) P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 the 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, sex, affectional or sexual orientation.

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

The Contractor or Subcontractor, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

The Contractor or subcontractor agrees to revise 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, sex, affectional sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

1.18

BID SECURITY

As stated in the advertisement, each bid shall be accompanied by a certified check, cashier's check, or a bid bond to the Borough of Haddon Heights in an amount not less than ten percent (10%) of the base bid, but in no case less than \$500.00 nor greater than \$20,000.00. The checks or bonds of the three lowest bidders will be held by the Borough until the successful bidder is selected, the contract properly executed, and a bond, satisfactory to the Borough is posted. The checks or bonds of all but the three lowest bidder will be returned within three days after the date on which the bids are opened.

The check or bond of the successful bidder shall be forfeited to the Borough as liquidated damages should he fail or refuse to execute and deliver the contract and bond required within ten (10) calendar days after being notified by the Borough that his bid has been accepted.

1.19

PREPARATION AND SUBMISSION OF PROPOSALS

The Borough reserves the right to waive any informalities in the bids or to reject any bid or all bids.

The Proposals shall be made on the forms prepared for that purpose and included herein. All blanks on the Proposal form shall be filled, legibly and in ink or typewritten. No changes in phraseology or qualifying statements will be

permitted.

The work to be performed under this contract has been divided into items, the division being based on the type of work to be performed. The quantity of each item of work shown on the Proposal is an approximation only and will be changed as the work progresses. Payment will be based on the quantity of each particular item actually performed in accordance with the Specifications and as directed by Mr. David Taraschi

Each bidder is required to submit a unit price for each item set forth in the Proposal. The amount bid for each item shall be obtained by multiplying the unit price bid by the number of units of that item as stated on the Proposal. Should there be an error in the extension, then the unit price shall prevail.

The Borough reserves the right to increase, decrease, eliminate or reject any or all of the items in the Proposal as it deems necessary due to the adoption of any alternate or to obtain adequate works within the funds available for the project.

An increase or decrease in the quantity for any unit price item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work. It shall be the responsibility of the bidder to visit the site of the proposed work prior to the date for the submission of bids, and to appraise the accuracy of Mr. Taraschi's estimate and of all of the actual existing field conditions a requirements under which the work specified in the Contract is to be performed. The bidder shall not, at any time after submission of a bid, dispute or complain of such estimate of Dave Taraschi, nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

SECTION 2.0 SPECIAL INSTRUCTIONS

SECTION 2.0 SPECIAL INSTRUCTIONS TO BIDDERS

2.01 GENERAL SCOPE OF WORK

The scope of work shall include all labor, tools and equipment necessary to accomplish the Emergency and Non-Emergency Removal of trees, within the Borough of Haddon Heights directed by Mr. David Taraschi of the Haddon Heights Department of Public Works or its designee. The contractor's attention is also called to the fact that the locations of work may be in small amounts in various locations throughout the Borough. The contractor shall be able to respond and complete these work lists in a reasonable time frame to be determined by the Borough. At no time shall the contractor block any street or thoroughfare without the permission of the Haddon Heights Police Department Traffic Division and Mr. David Taraschi of the Department of Public Works. The Haddon Heights Police Department reserves the right to immediately stop any work which excessively interferes with the flow of traffic. The contractor shall provide barricades meeting DOT requirements to provide a safe work area. The contractor shall perform its services in a safe and workmanlike manner with skills and care that would be exercised at the time by those rendering this type of service.

2.02 DEFINITIONS

- A. The term "work" includes labor, materials or both.
- B. "Tree"-vegetation having a trunk diameter of six inches or more measured at 4 1/2 feet above the ground located within Borough right-of-way.
- C. "Removal or Removing" - Eliminating a tree by cutting down at or near the ground level.
- D. Emergency Tree Service - an unscheduled response to a hazardous tree condition typically caused by an ice or windstorm, lightning strike, vehicle accident, high windy conditions following heavy rains, etc. Emergency tree services would normally be requested in off hours, usually at night or on weekends or holidays.
- E. Non-Emergency Tree Service-any work that does not pose an immediate risk to public wellbeing but is in ultimate need of removal, as determined by the Borough, may in fact be performed during normal working hours.

2.03 DURATION OF CONTRACT

The duration of this contract shall be for the period of one year commencing with the execution of the contract by the Borough of Haddon Heights. By mutual consent, the Borough shall have the option of extending this contract for (1) additional year following the execution of the original contracts.

2.04 **SPECIFIC SCOPE OF WORK**

This project shall consist of furnishing all labor, tools, equipment materials, supervision and all else necessary to provide for emergency and non-emergency tree service at various locations in accordance with the Specification, and Contract documents on file in the Office of Mr. David Taraschi.

Emergency Tree Work shall consist of immediate corrective response in making a situation sufficiently safe for the public to re-enter an area. This work may consist of, but is not specifically limited to: tree pruning, removal, log removal, whole stump removal, heavy log or tree lowering with cranes and/or ropes. Work shall be organized to enable streets to be opened for traffic efficiently as possible.

Non-Emergency Tree Work shall consist of a scheduled response, to be established by the Borough, in making a situation sufficiently safe for the public to re-enter an area. This work may consist of, but is not specifically limited to: tree pruning, removal, log removal, whole stump removal, heavy log or tree lowering with cranes and/or ropes. Work shall be organized to enable streets to be opened for traffic efficiently as possible.

Logs and debris shall be neatly consolidated at street side for collection under straight-time working conditions unless otherwise directed.

During emergency conditions, the contractor must maintain regular contact with the Haddon Heights Department of Public Works, and/or Haddon Heights Police Department and Office of Emergency Management.

The Contractor shall comply with the “Manual of Uniform Traffic Control Devices” in regards to street closures, flagmen or the temporary detaining of traffic. The Contractor shall be responsible for direct communication with respective utility companies in regard to scheduling of assistance.

Under no circumstances shall Contractor leave a hazardous work site unattended or non-barricaded.

Response time is the critical issue in time of emergency. The contractor must respond with (2) hours of notification by the Borough.

It is the responsibility of each bidder to acquaint their self with the existing

conditions related to performance and labor, the facilities involved, and the difficulties and restrictions attending the performance of the contract. The Bidder should thoroughly examine and familiarize themselves with all contract documents and specifications.

The successful bidder shall be the sole Contractor to perform this work, unless the Borough consents in writing to the subcontracting of specific work.

This contract will be awarded to the lowest responsive bidder. The term of the contract shall be one year from the date of execution unless extended for an additional year.

2.05 **MINIMUM EQUIPMENT AND STAFFING REQUIRED**

Hourly rates shall include fuel, climbing equipment, ropes, PPE, chain saws, barricades, rain gear, signage, work lights, labor etc.

1. One (1) Aerial Bucket Truck (75' minimum work height) with 12 cubic yard Forestry body or equivalent and (1) 15" brush chipper with three (3) man tree crew. In the absence of the 75' aerial bucket truck, the contractor shall submit an alternative method of removal.
2. A work crew shall be made up of a minimum of three (3) men, consisting of foreman/crew leader, climber/bucket operator, and grounds man.
3. One (1) 3yd. front end loader or equivalent machinery to lift 7 tons.
4. If and Where necessary, One (1) minimum capacity Twenty (20) ton capacity 100' tree crane with New Jersey Certified Operator, climber and grounds person.
5. One (1) 8 Yd. Dump/Stake Body Truck
6. One (1) 30 h.p. or larger stump grinder with operator.

The award of this contract does not preclude the Borough of Haddon Heights from calling in additional contractors or elect to perform any or all of the emergency work with forces and equipment in house.

The Borough shall accept use of equipment that exceeds these specifications.

All Bidders must have in their possession or available to them by formal agreement at the time of bidding, any and all trucks, chippers, aerial lifts, stumps grinders, power tools, ropes, safety equipment, cranes, and other tools, equipment or supplies which are deemed necessary to perform the

work as outlined in this proposal. All equipment to be used and all standards promulgated by OSHA at the time of bidding, including but not limited to, those regulations concerning noise levels, protective devices, and operator safety shall be followed. All work must be performed in a manner as not to endanger the health or safety of any workers or other people, or any property.

The Borough understands that not all of the equipment listed will be required and or utilized at each work location.

DISPOSAL OF WOOD CHIPS, LOGS, STUMPS OR TREE DEBRIS

Disposal of all branches, logs/limbs, rakings and woodchips originating from Haddon Heights Borough trees shall be included in the hourly rates.

2.06 **SAFETY/TRAFFIC CONTROL**

When working on municipal streets, property roadway signage shall be used at all times. If, in the opinion of the Borough, the tree work being performed represents a potential danger to passing traffic, the Contractor shall at his expense, institute traffic control measures as directed by the Haddon Heights Police Department. Traffic control flagmen approved by the Haddon Heights Police Department or the temporary detouring of traffic may be required and they shall be at the contractor's sole expense and included in the price bid for each item. Traffic control devices shall be in good condition, and shall conform to the "Manual of Uniform Traffic Control Devices" (MUTCD).

2.07 **ADDITIONAL QUALIFICATIONS**

The successful bidder shall be completely knowledgeable in the techniques and use of equipment for safe and efficient tree removal and have a minimum of 15 years' experience.

2.08 **QUANTITY AND PAYMENT**

Tree Work performed by the contractor for payment may be billed in installments as the work is completed.

The bid price for the emergency and non-emergency tree services shall include the cost of labor, tools, equipment and materials, signage, and all else necessary therefore and incidental thereto.

SECTION 3.0 TECHNICAL SPECIFICATIONS

**SECTION 3.0 TECHNICAL SPECIFICATIONS EMERGENCY AND NON-EMERGENCY
TREE SERVICES**

3.01 REMOVAL INSTRUCTIONS FOR TREES

1. All trees shall be cut as close to of ground level as possible.
2. All large branches, logs and tree trunks shall be lowered to the ground to prevent damage to streets and private property.
3. Hooks and climbing spikes are permitted.
4. Permission must be secured through the Haddon Heights Police Department at (856) 547-0614 prior to the closing of any Borough street. Provisions shall be made for the passage of local residents and emergency vehicles at all times.
5. The Contractor shall provide all necessary street barricades and “Men Working in Trees” signs and provide a grounds man on duty at all times work is being conducted on the site.
6. The Contractor shall comply with all State, A.N.S.I., and O.S.H.A. line clearance standards and shall be responsible for direct communication with respective utility companies in regard to scheduling of assistance.
7. All work must be performed entirely within Borough right-of-way, which generally is (10) ten feet from the street.

3.02 DISPOSAL OF DEBRIS FROM TREES

The Contractor shall be responsible for the disposal of all branches, limbs, logs, rakings and woodchips originating from the Borough. The cost shall be included in the hourly rates.

3.03 REMOVAL INSTRUCTIONS FOR STUMPS

1. Mechanically grind stumps and root flares to a minimum of 8" below grade.
2. Stump removal shall include the removal of all obvious tree roots within (12') twelve feet of the center of the tree stump. In the case of uplifted sidewalks, tree roots exposed for removal by the resident or by their masonry contract shall also be removed.

3. Permission must be secured through the Police Department prior to the closing of any Street. Provisions shall be made for the passage of local Residents and emergency vehicles at all times.
4. The Contractor shall provide all necessary street barricades and “Men Working” signs.
5. All work must be conducted entirely within Borough right-of-way.
6. Contractor shall be responsible for contracting NJ One Call or Dig at 1-800 272- 2000 for Utility Mark-Out prior to stump grinding.

3.04 **DISPOSAL OF DEBRIS FROM STUMP**

1. Excess stump grindings must be removed from the job site by the end of each working day.
2. The contractor may leave up to a 6" maximum mound height of chips for each stump.

3.05 **SUPERVISION**

The Department of Public Works or its designee shall have the exclusive authority to interpret the quality of work related to this contract.

All work done by the successful bidder must be performed in compliance within the standards of International Society of Arboriculture.

3.06 **ADDITIONAL INSTRUCTIONS**

The Contractor shall direct all questions regarding the location of trees within the Borough right-of-way or other questions relating to this contract to the Department of Public Works prior to performing any work on the tree in question.

The right is expressly reserved by the Borough to order the omission of any portion of the work or materials called for by the plans or specification or as set forth in the Form of Proposal or to order any additional thereto or to make any alterations in the nature of the work materials used, provided such alterations are, in the general nature of the work. It is expressly agreed that such omissions, additions, or alterations shall not in any way violate, annul or modify the contract or bond.

All material used in the work shall be of the best quality and the equipment in safe operating condition and if the Contractor shall bring or cause to be brought to the work, any material or equipment which are not satisfactory to the Department of Public Works or do not strictly conform to the Requirements

of the Specifications, the Borough shall have the right to order them to be removed from the vicinity. Should the Contractor fail to do so, the Borough shall have the right to employ others to do so, and to deduct the expense thus incurred from any monies due or to become due to the Contractor.

Anything not specifically mentioned in the specifications, but usual in work of the character, must be done and performed by the Contractor the same as if it were written herein, and anything in the Specifications which is not shown on the plans or anything shown on the Plans and not included in the Specifications shall be regarded as if it had been shown on and included in both. If the Plans and Specifications conflict, the Borough shall interpret them.

SECTION 4.0 PROPOSAL DOCUMENTS

EMERGENCY Hourly Rates:

1. 75' Aerial Bucket \$_____per hour
2. 12 CY. Forestry Body/Equivalent \$_____per hour
3. 15" Brush Chipper \$_____per hour
4. 3 Man Crew \$_____per hour
5. 3cy. Loader/Equivalent \$_____per hour
6. 8cy. Dump/Stake Body \$_____per hour
7. 30 HP Stump Grinder \$_____per hour
8. 100'/20 Ton Crane \$_____per hour

NON-EMERGENCY Hourly Rates:

9. 75 Aerial Bucket \$_____per hour
10. 12 CY. Forestry Body/Equivalent \$_____per hour
11. 15" Brush Chipper \$_____per hour
12. 3 Man Crew \$_____per hour
13. 3cy. Loader/Equivalent \$_____per hour
14. 8cy. Dump/Stake Body \$_____per hour
15. 30 HP Stump Grinder \$_____per hour
16. 100'/20 Ton Crane \$_____per hour

The attached documents are made a part of this proposal:

- Bid Bond
- Consent of Surety
- Non-Collusion Affidavit
- Certification of Bidder Regarding Affirmative Action Program
- Statement of Ownership
- Eligibility Affidavit
- List of Subcontractors
- Qualification Questionnaire/Affidavit Personnel and Equipment
- List/Affidavit Disclosure of Political Contributions
- Business Registration Certificate (contractor and listed Subcontractors)

Company Name

Federal I. D. # or Social Security #

Address

By: _____

Title: _____

Telephone Number

Date

Fax Number

E-Mail Address

NJ Certified Tree Expert

Name _____

Number _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
_____ as PRINCIPAL, and
_____ as SURETY are held
and firmly bound unto _____ hereinafter called
the "Borough", in penal sum of _____ Dollars,

(\$ _____) lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the
Principal has submitted the Accompanying Bid, dated _____ 20
for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid
within the period specified therein after the opening of the same,
or, if no period be specified, within sixty (60) days after the
said opening, and shall within the period specified therefore, or
if no period be specified, within ten (10) days after the
prescribed forms are presented to him for signature, enter into a
written Contract with the Borough in accordance with the Bid as
accepted, and give bond with good and sufficient surety or
sureties, as may be required, for the faithful performance and

proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Township the difference between the amount specified in said Bid and the amount for which the Borough may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of ____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

By: _____

by _____ As to Surety

SURETY'S CONSENT
BOROUGH OF HADDON HEIGHTS CAMDEN COUNTY

KNOW ALL MEN BY THESE PRESENT, that _____ a corporation of the State of _____ having its principal office at _____ a corporation of the State of _____ having its principal office at _____ (a) surety company(ies) qualified to do business in the State of New Jersey, in consideration of the premises and of One Dollar to it (them) in hand paid by the Owner of other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) consent, and agree, that if the Contract for which the preceding Bid or Proposal is made be awarded to the person or persons making the same, it (they) will, upon the award of such Contract, become security first, for the full and faithful performance of said work, including guarantee for one (1) year and, secondly, for the protection of all persons performing or furnishing labor or materials for the performance of said Contract in the form required by Chapter 2A: 44-143 et seq. R.S. 1937 and the amendments thereof and supplements thereto the Performance Bond and the labor and material obligations each to be in amount equal to 100 percent of the Contract price, and each to be conditioned so as to indemnify the Owner against loss due to the failure of the Contractor to meet the stipulations of Respective Bonds, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within two (2) days after written notice that the same is ready for execution, if so awarded, and if the sum, which the Owner may be obliged to pay to the person or persons by whom the Contract shall be finally executed, exceeds the sum to which the person or persons making this Bid or Proposal would be entitled, then the said Surety Company or Companies will pay, without proof of notice or demand, to the Owner the amount of any such excess, the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the Bids are tested.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its Secretary, this _____ of _____ A.D. 20_____.

(Corporate Seal of Company)

Attest:

Name of Company

Secretary

President

NOTICE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper officer in the manner prescribed by the Laws of New Jersey. (Surety Company's own form is accepted if in substantial compliance with this form).

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Borough) or any person interested in the proposed Contract; and (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees or parties in interest, including this affidavit.

(N.J.S.A. 52:34-15)

Signature of Contractor

Type name of affidavit under signature

Title

NOTARY PUBLIC

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

Signature of Notary Public

My commission expires:

CERTIFICATION OF BIDDER REGARDING AFFIRMATIVE ACTION PROGRAM
BOROUGH OF HADDON HEIGHTS, CAMDEN COUNTY

This certification is made pursuant to Public Law 1975, Chapter 127 and the rules promulgated thereunder. In accordance therewith, the Bidder and Subcontractors agree to comply with applicable rules and to either obtain approval from the Treasurer of the State of New Jersey or to offer proof of an existing federally approved affirmative action program.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has an approved Federal Compliance program and attaches a copy of the letter of approval.
YES _____ NO _____

2. Subcontractors proposed for this contract have approved Federal Compliance programs and attach letters of approval.
YES _____ NO _____

3. Bidder agrees to comply with State Affirmative Action Regulations and to file appropriate documents with the State Agency upon notice of award of this contract.
YES _____ NO _____

I certify that the above information is correct to the best of my knowledge.

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me This _____ Day of _____, 20 _____

Notary Public

My commission Expires _____

STATEMENT OF OWNERSHIP IN ACCORDANCE WITH CHAPTER 33,

PUBLIC LAW OF 1977

Names and addresses of all stockholders in this CORPORATION or
PARTNERSHIP holding 10% or more of its stock as of this date.

NAME

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If bidder is an INDIVIDUAL, sign name and give address:

NAME _____ ADDRESS _____

TRADE NAME (if any) _____

If bidder is INCORPORATED, give the following information:

STATE UNDER WHOSE LAW INCORPORATED _____

LOCATION OF PRINCIPAL OFFICE _____

If bidder is a CORPORATION, list the following:

NAME OF CORPORATION _____

BY _____

(Name of agent upon who notice may be legally served)

TITLE _____

If bidder is a PARTNERSHIP, state names of partners and
firm name:

NAME OF FIRM _____

PARTNER'S NAME _____

ADDRESS _____

FAILURE TO FILL OUT THE ABOVE WILL BE CAUSE FOR REJECTION OF BID.

ELIGIBILITY AFFIDAVIT
Borough of Haddon Heights

STATE OF _____) (SS)

COUNTY OF _____)

I, _____ of the City of _____ in the
County of _____ and the State of
_____ of full age, being duly sworn according to law
on my oath depose and say that:

I am _____ of the firm of _____
Project, and that I executed the said Proposal with full authority
to do so; that said Bidder at the time of making this Bid is/is not
(circle one) included on the State of New Jersey, State Treasurer's
List of Debarred, Suspended and Disqualified Bidders; and all
statements contained in said Proposal and in this affidavit are
true and correct and are made with the full knowledge that the Owner
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 work.

The undersigned further warrants that should the name of the firm
making this Bid appear on the State Treasurer's List of Debarred,
Suspended and Disqualified Bidders at any time prior to, and during
the life of the Contract, including the Guarantee Period, that the
Owner shall be immediately so notified by the signatory to this
Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a
Contractor is subject to debarment, suspension and/or
disqualification in contracting the State of New Jersey and the
Department of Environmental Protection and Energy if the Contractor,
pursuant to NJAC 7:1-5.2, commits any of the acts listed therein,
and as determined according to applicable law and regulation.

The undersigned is (an Individual) (a Partnership) (a Corporation) (a
Limited Liability Corporation) under the laws of the State of
_____.

Having principal offices located at _____.

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me This _____ Day of _____, 20_____.

Notary Public

My Commission Expires: _____

QUALIFICATION
QUESTIONNAIRE BOROUGH
OF HADDON HEIGHTS,
CAMDEN COUNTY

Contractor

Address

Telephone No. _____

Date _____

Submitted for the purpose of obtaining the contract Documents for:

EXPLANATORY

This questionnaire is prepared in accordance with the provisions of N.J.S.A. 40A: 11-26 and is to be completed by Contractors desirous of bidding for Department of Public Works contracts to be performed in the Municipality under the supervision of Mr. David Taraschi.

If the space provided in this form to answer any question is not large enough, the Contractor shall add additional sheets.

Before a bid will be considered by the Municipality, each and every question must be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general. If any answer is not clear, it must be explained upon the request of Mr. David Taraschi.

The information contained hereto will be considered by the Municipality in determining the responsibility of the bidders as required by statute.

1. Contractor _____

2. Address _____

3. Names of Officers _____, _____
_____, _____, _____

4. Has any member of the firm, or officer of the corporation, filed for bankruptcy in the last five years? _____

5. How many years has your present organization been in the contracting business? _____

6. List all Municipal Tree Removal contracts currently under contract or which have been bid for by your organization.

State specifically the contract amount in dollars, type of work, the proposed completion date, the name and address of the owner or municipality and the name and address of Mr. David Taraschi in charge.

<u>Project</u>	<u>Amount</u>	<u>Completion</u>	<u>Owner &</u>	<u>Dave Taraschi &</u>
		<u>Date</u>	<u>Address</u>	<u>Address</u>

7. List all similar projects which your organization has completed within the last five years in New Jersey (if different from above), each involving a sum of approximately \$(_____). With respect to each project, state specifically the contract amount in dollars, the type of work, when it was completed, whether the work was completed within the time specified, name and address of the owner or municipality.

<u>Project</u>	<u>Amount</u>	<u>Completion</u>	<u>Owner&</u>	<u>Taraschi &</u>	<u>Time</u>	<u>Comp</u>
		<u>Date</u>	<u>Address</u>	<u>Address</u>	<u>In</u>	

8. Have you ever been refused Plans and Specifications for any Tree Maintenance projects? If so, state the name of the agency, address and details:

9. Have you ever failed to receive an award of a contract where your

bid was the lowest? If so, please state reason given and identify awarding agency. _____

10. Have you ever been penalized for failure to complete any work awarded to you? If so, state the reason for the penalty and identify the penalizing agency.

11. Describe in detail the method for financing this work, if awarded

12. List equipment to be used on this project and with respect to each item, indicate whether it is owned by your or to be rented.

13. What is the size of the work force of your organization?

14. What size of work force is available for the immediate use of this project? Give total number available and breakdown according to supervisory personnel, labor personnel and equipment operators:

NOTARY PUBLIC:

State of New Jersey

County of _____ (ss)

_____ BEING DULY SWORN on this oath according to law deposes and says that the matters and thing contained in the foregoing statement are true and correct.

Subscribed and sworn to before me this _____ of _____, 20_____

EQUIPMENT OF OWNERSHIP AFFIDAVIT
Borough of Haddon Heights, Camden COUNTY

STATE OF _____) SS

COUNTY OF _____)

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath
depose and say that:

I am _____ of the Firm of _____
_____ and that I executed the said
Proposal with full authority to do so; that said Bidder at the time of
making this Bid **does/does not** (circle one) own, lease or control all the
equipment required to construct the above named project in accordance with
the Drawings and Contract Documents.

Said Bidder, if not the actual owner or lessee of any such equipment,
indicated on an attached certificate, the source from which said equipment
will be obtained and accompanying said certificate is by certificate of the
owner or person in control of said equipment definitely granting to the
Bidder the control of said equipment required during the time as may be
necessary for the completion of that portion of the project.

The undersigned further certified all statements contained in said
Proposal and in this affidavit are true and correct and made with the
full knowledge that the Owner 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 work.

The undersigned is (An individual) (a Partnership) (a Corporation) (a
limited Liability Corporation) under the laws of the State Of
_____ having principal offices located at

(Signature)

(Printed Name)

Acknowledge and Sworn Before Me

This _____ Day of _____

Notary Public

My Commission Expires _____

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions, or changes in amount is awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A;11-1 et seq), the successful bidder shall be required, within seven (7) days of receipt of notice of the award of said contract, to file with the Division of Purchase, and Borough Clerk, in accordance with Ordinance # , a written statement setting forth all political contributions in cash or in kind of \$200.00 or more made within five (5) years of the date of said notice of award, either directly or indirectly, by said bidder, and/or any of its principal officers, to any elected official of the Borough currently in office or any political organization affiliated with an elected official of the Borough currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms.

BIDDER: _____

SIGNATURE

TITLE

FOR: _____
(CONTRACTOR)

Sworn to and subscribed before me
on this _____ day of _____, 20____.

(Notary Public)

CONTRACTOR BUSINESS REGISTRATION

All bidders (contractors & sub-contractors) must be registered with the State of New Jersey Department of the Treasury in order to bid on this contract. Bidders must include with their bid proof of registration (Business Registration Certificate) issued by the Department of Revenue. Business Registration Certificates of the Contractor and all listed subcontractors must accompany each bid proposal. If you do not already have a Business Registration Certificate, you must complete Form NJ-REG and submit it to the Division of Revenue. Forms can be completed as follows:

- On line at www.njgov/treasury/revenue/taxreg.htm.
- By downloading a paper form at www.nj.gov/treasury/revenue/revprnt.htm for business or www.nj.gov/treasury/revenue/pdfforms/regapdf for individuals.
- By calling the Division of Revenue at (509) 292-1730 to have a form mailed to you. By writing to the Division at: Client Registration Bureau, P.O. Box 252, Trenton, New Jersey 08646-0252.

THE BUSINESS REGISTRATION CERTIFICATE IS A REQUIRED MANDATORY ITEM, AND YOUR BID WILL BE REJECTED IF YOU FAIL TO INCLUDE IT WITH YOUR BID.

SECTION 5.0 CONTRACT DOCUMENTS

THIS AGREEMENT made this _____ day of _____, 20 _____ between the Borough of Haddon Heights, in the County of Camden, a municipal corporation of the State of New Jersey, hereinafter called the "Borough," party of the first part, and the "Contractor," party of the second part:

WITNESSETH: That the Contractor, for and in consideration of the sum of \$ to be paid as hereinafter expressed by the Borough, does hereby covenant, promise and agree for itself, its successors and assigns, to and with the Borough that it will furnish all the materials and labor necessary to complete all of the work for and in connection with the **EMERGENCY AND NON EMERGENCY TREE SERVICES** all in accordance with the instructions to bidders, proposals, plans, specifications and addenda hereto annexed, and such plans and specifications as may be supplementary there to, to the satisfaction of Mr. David Taraschi of Public Works Department, all of which instructions, proposals, plans and specifications, it is agreed between the parties hereto, shall be a part of this Contract; and further, that it will perform said work as and when ordered to do so by Mr. David Taraschi of Department of Public Works and prosecute the same diligently to conclusion as stipulated in the specifications. The date of commencement of construction shall be determined by Mr. David Taraschi of the Public Works Department who shall notify the contractor of the same in writing at the address aforementioned. And the Borough does covenant and agree to pay to the Contractor, the prices and sums set forth in the proposals annexed hereto as above mentioned.

And it is further agreed by and between the parties hereto, that if the Contractor shall omit, fail, neglect or refuse to commence, prosecute or to complete said work as aforesaid; or in case further time be granted for the commencement and completion of said work and the said Contractor shall omit, fail, neglect or refuse to commence, prosecute, or complete said work within

the time granted, or if the Contractor shall cease operations under this Contract at any time for the space of five (5) days without the approval of Mr. David Taraschi of Department of Public Works, that then, in any such event, the Governing Body of the Borough of Haddon Heights, Mr. David Taraschi of Department of Public Works, in its behalf, shall have full privilege, authority and power, if the Governing Body shall so elect to cause said work to be done and completed without any interference, opposition or hindrance of or by the Contractor; provided the Governing Body of the Borough shall give to the Contractor, and its sureties, notice in writing of the intention to do so by mailing such notice in envelopes with postage prepaid, by certified mail, addressed to the Contractor and its sureties respectively at their last known post office address. And upon the mailing of said notice as aforesaid, all rights and privileges of the Contractor under, in and by this contract, shall cease and be void, and the Contractor shall receive no further benefit, pay or remuneration thereunder; and the Contractor and its sureties shall be liable for any and all sums of money which the Borough shall or may pay or expend for fully completing and maintaining said work, over and above the amount which the Contractor would have been entitled to receive had it completed and maintained the work under the Contract according to its terms and conditions, and all loss or damage which may result to the Borough by reason of the omission, failure, neglect or refusal of said Contractor to commence, prosecute, complete and maintain said work as aforesaid.

And it is further agreed by and between the parties hereto, that whatever damage is imposed by the terms of this Contract for the failure, neglect or default of the Contractor in the performance of this contract, the amount thereof when incurred by the Contractor may be deducted and withheld from any money due or to become due upon this Contract, and when so deducted and withheld shall be deemed and taken as payment to the Contractor to that extent.

In case the Contractor fails satisfactorily to complete the entire work contemplated and provided for under this contract on or before the date of completion determined above, the Owner

shall deduct from the payments due the Contractor for each calendar day (Sundays and legal holidays included) the additional costs to the Owner for the Contractor failing to satisfactorily complete the work contemplated, and provided for herein, such as inspection costs, monies paid by the Owner to the Owners of Mr. David Taraschi of Public Works Department, any technicians employed on the work by the Owner or Mr. David Taraschi of Department of Public Works, legal and additional interest costs which the Owner is obligated to pay.

If the amounts due the Contractor are less than the sum of said damage and costs, said sums shall be deducted from any other monies due, or to become due to the Contractor, and in case such sums shall exceed the amount of all monies due or to become due the Contractor, then the Contractor or his Surety shall pay the balance to the Owner.

And it is further agreed by and between the parties hereto, that the CONTRACTOR SHALL NOT AND WILL NOT SUBLET THE WHOLE OR ANY PART OF this work nor make any assignment of the Contract or of any monies due or to become due to it hereunder, without approval from the Governing Body of the Borough of Haddon Heights expressed by resolution and further, that no agreement, subletting the whole or any part of this work or making any assignment of the Contract or of money due or to become due hereunder, shall be valid or obligatory upon the Borough.

The Contractor agrees to carry adequate policy or policies of insurance and indemnify the Borough of Haddon Heights from any liability imposed by law as the result of any act or omission or negligence of the Contractor, its agents, servants or employees from the time of commencement of work hereunder until the completed work shall have been accepted in writing by the properly authorized agent, servant or employee of the Borough; and the Contractor further agrees to furnish prior to the commencement of the work hereunder, such policy or policies of insurance for inspection by the properly authorized agent, servant or employee of the Borough.

The Contractor shall provide the Borough with evidence that he has worker's compensation with limits as prescribed by state statute, general liability including completed operations coverage, independent contractors, contractual and broad form property damage liability coverage and liability insurance on all vehicles and produce a Certificate of Insurance indicating that the foregoing is in effect at the time of execution of the Contract and that the Borough of Haddon Height as an additional insured. The cancellation clause of the Certificate of Insurance shall indicate that the Borough shall receive fifteen (15) days' notice before the cancellation of any policy and in addition shall not indicate the "failure to mail such notice shall impose no obligation for liability of any kind upon the company, its agents, or representatives."

The Contractor further agrees to carry adequate policies of insurance to indemnify it from any liability imposed by law by reason of provisions of the Workmen's Compensation Act of New Jersey. The aforesaid certificates of insurance shall be exhibited to and approved by the Municipal Attorney for the Borough of Haddon Heights.

The Contractor further agrees that prior to any payment to it by the Borough of the above mentioned contract sum written above, it will furnish to the authorized agent, servant, or employee of the Township satisfactory evidence of the payment by the Contractor of all obligations incurred the Contractor resulting from the order or purchase of materials by the Contractor, charges for labor or obligations upon any sub-contracts which the Contractor may let.

The Contractor agrees to indemnify and save harmless the Borough of Haddon Heights for any claims, demands, actions or cause of action which may be presented to or asserted against them as the result of any act or omission by the Contractor in the performance of the work hereunder, or in the violation by the Contractor of any duty imposed upon it by law.

It is also agreed and understood that the acceptance of the final payment by the Contractor

shall be considered as a release in full of all claims against the Borough of Haddon Heights.

The Contractor further agrees that prior to the commencement of any work under the terms of the Contract he will cause to be delivered to Mr. David Taraschi of the Public Works Department, a Performance Bond and Payment Bond written by a company licensed to do business in the State of New Jersey and listed in the latest issue of the Department of Treasury Federal Register, in the principal sum of 100% of the amount of the Contract. The Performance Bond to be submitted by the Contractor in connection with the within Contract shall meet with the approval of the Borough Attorney and shall provide, among other things, that the Borough shall be under no obligation to proceed against the Contractor before proceeding against the name surety, it being understood, however, that the Borough may, in its discretion, proceed against both the surety and the undersigned Contractor in one action.

It is further agreed that the Borough of Haddon Heights reserves the right to reduce or increase said payment based on the actual use of the quantities of each item at the unit price bid, all in accordance with the provisions of said plans and specifications. The Borough will withhold from payment a retainage as allowed by law or as specified in the bid documents.

The Contractor further agrees with the Borough to comply with the Statute prohibiting discrimination in employment on public contract, N.J.S.A. 10:2-1 through 10:2- 4, as amended and supplemented.

Contractor agrees to comply with the provisions of Schedule "B" attached hereto and made part hereof pertaining to the Affirmative Action Program.

IN WITNESS WHEREOF, the party of the first part has caused this contract to be executed by its Mayor, sealed with its corporate seal, and attested to by its Municipal Clerk and the party of the second part has hereunto caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed the day and year first above written.

Borough of Haddon Heights

BY

ATTEST;

ATTEST;

CONTRACTOR

BY

PRINT CONTRACTOR (Seal)

FORM OF BOND
COMBINED N.J. STATUTORY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ as Principal, and _____ as Sureties, are hereby held and firmly bound unto the Borough of Haddon Heights in the penal sum of__(\$_____) for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas, the above named principal did on the__day of_, 20__ enter into a contract with the Borough of Haddon Heights which said contract is made a part of this the bond the same as through set forth herein;

NOW, if the said _____ shall well and faithfully perform the things agreed by

_____ to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporation for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm or corporation having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or to the Specifications therefore shall in anyway affect the obligation of said surety on in its bond.

Signed, Sealed and Delivered in the Presence of:

Witness as to Principal

Principal

Signed, Sealed and Delivered in the Presence of:

Witness as to Surety

Surety