

REQUEST FOR BIDS

**EMERGENCY AND NON EMERGENCY
TREE SERVICES**

SPECIFICATIONS AND BIDDING CONTRACT

**The Township of Nutley
Harry Kirk, Supervisor of Grounds
Department of Parks and Public Property
44 Park Avenue
Nutley, New Jersey 07052
(973) 284-4900 x-2503**

2016

NOTICE TO BIDDERS

EMERGENCY AND NON EMERGENCY TREE SERVICES

TOWNSHIP OF NUTLEY, ESSEX COUNTY, NEW JERSEY

Notice is hereby given that sealed bids will be received, opened and read in public by Thursday, January 7th, 2016 at 3:00pm in the Council Chambers at 1 Kennedy Drive, Nutley, New Jersey 07110.

EMERGENCY AND NON EMERGENCY TREE SERVICES

2016

Sealed bids will also be accepted by certified mail if they are addressed to the Purchasing Agent of the Township of Nutley, 44 Park Avenue, Nutley, New Jersey 07110 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. All proposals submitted by mail must be received by Thursday, January 7, 2016.

Bidding documents will first be available as of 8:30 AM on Tuesday, December 15th 2015, weekdays between the hours of 8:30 AM and 4:30 PM. Bidders will be furnished with a copy of the specifications and bid documents upon request.

Bids shall be made only on the Form of Proposal provided. Only parties who acquire bidding documents from Mr. Harry Kirk as set forth above shall be eligible to submit bids. 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 Township of Nutley. 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 aforesaid Township of Nutley as liquidated damages.

Inquiries during bidding shall be written and sent to Mr. Harry Kirk by mail, or facsimile transmission and shall thoroughly describe the nature of the inquiry. Mr. Harry Kirk will only respond to what he deems as legitimate inquiries which could have an impact on the bid proposal. No inquiries will be entertained less than ten (10) calendar days prior to the bid due date. **Mr. Harry Kirk will not respond to telephone inquiries.**

Bids must be enclosed in sealed envelopes, bearing the name and address of the bidder, the name of the job, the time and date designated for the receipt of bids, addressed to Purchasing Agent of the Township of Nutley.

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 Township Council of The Township of Nutley.

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

SECTION 1.0 GENERAL INSTRUCTIONS

1.01 GENERAL DESCRIPTION

1.01.1 The Township of Nutley has issued this Request for Bids for the following Contract:

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 Township of Nutley. The contract shall be valid for one (1) year commencing on the date of execution of the contract which is anticipated on or about February 2016 and The Township 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 Township of Nutley, on Thursday, January 7th, 2016. **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 and Non-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 termination time 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. Harry Kirk, Department of Parks and Public Property, Township of Nutley, 44 Park Avenue, Nutley, New Jersey, 07110, no less than ten (10) days prior to the receipt of Bids.

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 Township of Nutley.

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 Township.

All bidders shall be completely knowledgeable in the techniques and use of equipment for emergency and non-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.

1.04.3 All proposed Subcontractors if any shall be listed on the Subcontractors Use Form and are subject to approval by the Township of Nutley.

1.04.4 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.

1.04.5 The Township of Nutley 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.

1.04.6 The Contract will only be awarded to a Bidder who, in the opinion of the Township of Nutley, 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 Township of Nutley. 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 Township of Nutley 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 Township 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 Township of Nutley reserves the right to waive any and all irregularities and informalities in the submission of the Bids. The Township of Nutley 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 January. All Bidders will be notified in writing of the action taken by the Township of Nutley.

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

1.08.3 The intention of the Township of Nutley 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 and/or providing the lowest total bid based on the hourly price bid for the five different categories of equipment and personnel for non-emergency tree services to the Township of Nutley 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 Township may award a separate contract for emergency

tree services and a separate contract for non-emergency tree services.

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 Township a bond as required by the statutes of the State of New Jersey, executed by a company satisfactory to the Township 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 Township 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 and/or non-emergency trees services as the case may be and estimated hours anticipated for these services. The Township reserves the right to extend the hours during the contract period by a resolution of the Township.

In the event that a successful bidder shall fail or refuse to execute the contract or deliver the required bond, then the Township 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 Township as liquidated damages. The Township, 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 Township of Nutley.

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 Township of Nutley

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 Township has approved the insurance. Three (3) copies of each certificate of insurance and one (1) copy of each policy will be filed with the Township 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 Township. Renewal certificates covering the renewal of all policies expiring during the life of the Contract will be filed with the Township not less than fifteen (15) days before the expiration of the 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 Township of Nutley as an additional insured.
- 1.09.4 The Contractor shall purchase and maintain insurance with companies satisfactory of the Township 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 a 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 Township, 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 Township of policy cancellation or material change. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this Agreement.
- G. Copies of the Insurance Policies must be filed with the Township 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 Township, and its agents, servants, officers of 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 Township, 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 Township in connection with the project. The Contractor shall indemnify, protect, defend and hold the Township 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 the course of this unit shall be reported to the Supervisor of General Grounds and 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 Township of Nutley.

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 Township of Nutley 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. Harry Kirk, Supervisor of Grounds, Parks and Public Property for the Township of Nutley, with all the facts and supporting data. Mr. Harry Kirk, Supervisor of Grounds, Parks and Public Property 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 Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township 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 Township 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 Township and shall indemnify the Township 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 place 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 Township of Nutley 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 Township until the successful bidder is selected, the contract properly executed, and a bond, satisfactory to the Township 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 Township 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 Township that his bid has been accepted.

1.19

PREPARATION AND SUBMISSION OF PROPOSALS

The Township 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. Harry Kirk.

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 Township 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. Harry Kirk's estimate and of all

of the actual existing field conditions and 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 the Harry Kirk, 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 service of trees, within the Township of Nutley directed by Mr. Harry Kirk of the Nutley Parks and Public Property Department 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 Township. The contractor shall be able to respond and complete these work lists in a reasonable time frame to be determined by the Township. At no time shall the contractor block any street or thoroughfare without the permission of the Nutley Police Department Traffic Division and Mr. Harry Kirk of the Department of Parks and Public Property. The Nutley 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.

*The Terms Township of Nutley and The Department of Parks and Public Works are used interchangeably.

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 Township right-of-way.
- C. "Pruning" - The cutting and removing of any limbs, branches, etc. and/or the crown reduction of any tree pursuant to accepted arboricultural standards.
- D. "Removal or Removing" - Eliminating a tree by cutting down at or near the ground level.
- E. 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.

- F. Non-Emergency tree service - a scheduled response during the normal (Monday through Friday) work week during daylight hours. Non-emergency tree services may also involve providing assistance to the Nutley Department of Parks and Public Property or possibly even to other contractors providing road improvements or other services to the Township.

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 Township of Nutley. By mutual consent, the Township 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 location in accordance with the Specification, and Contract documents on file in the Office of Mr. Harry Kirk.

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. Under most circumstances, brush chipping, removal and disposal will be unnecessary for Emergency Tree Work. 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 Department of Parks and Public Property, and/or Nutley 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 unbarricaded.

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

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 Township 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 and (1) 14" brush chipper with three (3) man tree crew.
2. One (1) Log Loading Crane (7-ton minimum capacity) with operator.
3. One (1) two (2) man tree crew consisting of one (1) 14" brush chipper and one (1) 12 cubic yard chipper truck.
4. One (1) minimum capacity Twenty (20) ton capacity 100" tree crane with New Jersey Certified Operator, climber and grounds person.
5. One (1) 30 h.p. or larger stump grinder with operator.
 1. The award of this contract does not preclude that the Township of Nutley may call in additional contractors or elect to perform any or all of the emergency work with forces and equipment in house.
 2. The Township 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 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.

A work crew shall be made up of a minimum of three (3) men, consisting of foreman/crew leader, climber, and

grounds man. Each crew shall have its own truck with an aerial lift bucket (minimum 75' working height) with a 12 cubic yard forestry body, 14" capacity brush chipper, and other incidental tools and signage required to complete the work and one (1) log loading crane (7 ton minimum capacity) with operator.

2.06

DISPOSAL OF WOOD CHIPS, LOGS, STUMPS OR TREE DEBRIS

The bid proposal offers two methods of debris disposal for material generated from the contract and a third option for disposal of tree debris generated by the Nutley Parks Department itself.

Option 1: Disposal of all branches, limbs, rakings and woodchips originating from Nutley Township trees shall be included in the hourly rates.

Option 2: Disposal of all branches, limbs, rakings and woodchips originating from Nutley Township trees shall be disposed of at a designated location in Owens Park to be processed and disposed of by the Township of Nutley. Hourly rates shall exclude disposal. The contractor shall have the option of salvaging logs or chips originated from this contract. All logs disposed of at Owens Park shall be cut to a maximum length of 5" or less.

Option 3: The contractor shall provide (2) empty 30 cubic yard roll off containers to be utilized and filled with (container #1) woodchips and (container #2) logs generated by the Nutley Parks Department and transportation and disposal of the same.

2.07

SAFETY/TRAFFIC CONTROL

When working on municipal streets, property roadway signage shall be used at all times. If, in the opinion of the Township, 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

Nutley Police Department. Traffic control flagmen approved by the Nutley Police Department Traffic Division of Police Traffic Harry Kirks, 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).

2.08

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.

2.09

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 tree services 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 Nutley Police Department at (973) 284-4940 prior to the closing of any Township 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 Township right-of-way, which generally is (10) ten feet from the street.

3.02 DISPOSAL OF DEBRIS FROM TREES

The bid proposal offers two methods of debris disposal for material generated from the contract and a third option for disposal of tree debris generated by the Nutley Parks Department itself.

Option 1: Disposal of all branches, limbs, rakings and woodchips originating from Nutley Township trees shall be included in the hourly rates.

Option 2: Disposal of all branches, limbs, rakings and woodchips originating from Nutley Township trees shall be disposed of at a designated location in Owens Park to be processed and disposed of by the Township of Nutley. Hourly rates shall exclude disposal. The contractor shall have the option of salvaging logs or chips originated from this contract. All logs disposed of at Owens Park shall be cut to a maximum length of 5" or less.

Option 3: The contractor shall provide (2) empty 30 cubic yard roll off containers to be utilized and filled with (container #1) woodchips and (container #2) logs generated by the Nutley Parks Department and transportation and disposal of the same.

Rakings, wood chips, and debris from the work site at the end of each workday.

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 Township

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

PRUNING INSTRUCTIONS FOR TREES

A. REQUIRED PRUNING

Pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the tree canopy, including the removal of broken hanging branches and target pruning of old stubs. See Class II Standard Pruning, NJ Board of Tree Experts Pruning Standards For Shade Trees 1997.

Superfluous sucker growth (water sprouts) shall be removed in all cases except where desirable to fill in vacancies in the tree canopy.

Tree branches shall be elevated (raised) to a point at least twelve (12) feet above the street with a near equal balance on both street and lawn sides of a tree.

Branches interfering with the function of the street lights, or growing in the close proximity to the property of private residents shall be removed or cut back so as to eliminate the problem. In cases where drastic cutting back is necessary, the Township shall be consulted with prior to the execution of the work on the particular tree in question. Fifteen (15) feet of clearance is required from all structures.

B. METHOD OF CUTTING AND TREATMENT OF WOUNDS

Cuts shall be made sufficiently close to the trunk or parent limb, without cutting into branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

Pre-cutting of branches too heavy to handle is required to prevent splitting or peeling of bark. Large branches shall be lowered to the ground by the proper ropes and equipment as a safety precaution.

Trees suspected of harboring contagious disease or insect infestation shall be reported to the Department of Parks and Public Property and all tools used on such trees are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

The presence of any structural weakness, disease or insect condition, decayed trunk or branches, split crotches, or branches not covered in this contract shall be reported to the Department of Parks and Public Property in writing, but no additional work is to be performed without written authorization of the Township.

No hooks or climbing spikes are to be used.

No trees under six (6) inches in diameter at breast height are included in pruning contract.

3.06

SUPERVISION

The Department of Parks and Public Property 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 under the supervision of a New Jersey Certified Tree Expert or International Society of Arboriculture Certified Arborist provided by the Contractor.

3.07

ADDITIONAL INSTRUCTIONS

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

The right is expressly reserved by the Township 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 Parks and Public Property or do not strictly conform to the Requirements of the Specifications, the Township shall have the right to order them to be removed from the vicinity. Should the Contractor fail to do so, the Township 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 Township shall interpret them.

SECTION 4.0
PROPOSAL DOCUMENTS

4.0 PROPOSAL DOCUMENTS

TERM:

January 1, 2016, to December 31, 2016 with the option of a one year extension.

UNIT PRICING FOR EMERGENCY AND NON-EMERGENCY TREE SERVICES

The undersigned, having carefully read the advertisement, instructions to bidders, contract specifications, and other related documents, hereby proposes to furnish all labor and equipment necessary to complete tree maintenance removal in the Township of Nutley, in strict compliance with the directions of the Harry Kirk of the Department of Parks and Public Property or it's designee for the following unit prices. The unit prices shall be valid for the duration of the contract including any extension of the contract period.

Note: See section 3:03 for a description of Options 1, 2, and 3.

Item No.	Description	EMERGENCY HOURLY HOURLY RATE		NON EMERGENCY HOURLY RATE	
		Option 1	Option 2	Option 1	Option 2
1.	75' Bucket Truck, 12 c.y. chipping body 14" capacity brush chipper and (3) men crew	\$ _____	\$ _____	\$ _____	\$ _____
2.	(1) 7 ton log loading crane and operator	\$ _____	\$ _____	\$ _____	\$ _____
3.	(1) 2 man brush chipping crew with 14" brush chipper and 12 c.y. chipper truck	\$ _____	\$ _____	\$ _____	\$ _____
4.	(1) 20 ton 100' tree crane with NJ Certified Operator, Climber and Groundsperson	\$ _____	\$ _____	\$ _____	\$ _____
5.	(1) 30 h.p. or larger stump grinder	\$ _____	\$ _____	\$ _____	\$ _____
Sub Total		\$ _____	\$ _____		

Option 1 Emergency and Non Emergency
TOTAL AMOUNT (WORDS) _____

Option 2 Emergency and Non Emergency
TOTAL AMOUNT (WORDS) _____

Option 3

a. Cost for providing a 30 cubic yard roll-off container for woodchips and disposing of same
Cost per unit: \$ _____

b. Cost for providing a 30 cubic yard roll off container for logs and disposing of same
Cost per unit: \$ _____

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 "Township", 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 Township 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 Township 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
TOWNSHIP OF NUTLEY, ESSEX 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 _____)

_____) ss.

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 _____ (Township) 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.

(Signed) _____ (N.J.S.A. 52:34-15)
Contractor Signature of

Type name of affidavit under signature

Title

NOTARY PUBLIC

Subscribed and sworn to before me

this _____ day of _____, 20 _____

My commission expires _____

CERTIFICATION OF BIDDER REGARDING
AFFIRMATIVE ACTION PROGRAM

TOWNSHIP OF NUTLEY, ESSEX 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 _____

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
TOWNSHIP OF NUTLEY, ESSEX COUNTY

STATE OF _____)

) SS

COUNTY OF _____)

I, _____ of the City of

_____ of 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 anytime 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.

(an Individual)

The undersigned is _____ (a Partnership) under the laws of the State of

_____ (a Corporation)

_____ (a Limited Liability Corporation)

having principal offices

at _____

(Signature)

QUALIFICATION QUESTIONNAIRE
TOWNSHIP OF NUTLEY, ESSEX 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 Parks and Public Property contracts to be performed in the Municipality under the supervision of Mr. Harry Kirk.

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. Harry Kirk. 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 Parks and Public Property 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. Harry Kirk in charge.

<u>Project</u>	<u>Amount</u>	<u>Completion Date</u>	<u>Owner & Address</u>	<u>Harry Kirk & 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 Date</u>	<u>Owner & Address</u>	<u>Harry Kirk & Address</u>	<u>Comp in Time</u>
----------------	---------------	------------------------	----------------------------	---------------------------------	---------------------

8. Have you ever been refused Plans and Specifications for any Parks and Public Property project? 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:

State of New Jersey)

ss

County of)

_____ 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.

EQUIPMENT LIST

1. What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YRS. OF SERVICE

2. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

TABLE 2

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST	
			PURCHASE	LEASE

EQUIPMENT OF OWNERSHIP AFFIDAVIT

TOWNSHIP OF NUTLEY, ESSEX 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 a 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.

(an individual)
The undersigned is _____ (a Partnership) under the laws of the State
of _____
(a Corporation)
(a limited Liability Corporation)

having principal offices 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 Township Clerk, in accordance with Ordinance # 1180-93, 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 Township currently in office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written

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/pdforms/reg.pdf 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

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. Harry Kirk of Parks and Public Property, that then, in any such event, the Governing Body of the Township of Nutley, Mr. Harry Kirk of Parks and Public Property, 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 Township 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 Township 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 Township 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 Owner's of Mr. Harry Kirk of Parks and Public Property, any technicians employed on the work by the Owner or Mr. Harry Kirk of Parks and Public Property, 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 Township of Nutley 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 Township.

The Contractor agrees to carry adequate policy or policies of insurance and indemnify the Township of Nutley 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 Township; 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 Township.

The Contractor shall provide the Township 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 Township of Nutley is an additional insured. The cancellation clause of the Certificate of Insurance shall indicate that the Township 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 Township of Nutley.

The Contractor further agrees that prior to any payment to it by the Township 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 Township of Nutley 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 Township of Nutley.

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. Harry Kirk of Parks and Public Property, 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 Township Attorney and shall provide, among other things, that the Township shall be under no obligation to proceed against the Contractor before proceeding against the name surety, it being understood, however, that the Township may, in its discretion, proceed against both the surety and the undersigned Contractor in one action.

It is further agreed that the Township of Nutley 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 Township will withhold from payment a retainage as allowed by law or as specified in the bid documents.

The Contractor further agrees with the Township 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.

TOWNSHIP OF NUTLEY

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 Township of Nutley 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 Township of Nutley 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 obligee 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

