

**BOROUGH OF HADDONFIELD
CAMDEN COUNTY
NEW JERSEY**

TREE REMOVAL SERVICES

BID PACKET

Project Name: TREE REMOVAL SERVICES

Date Packet Available: JUNE 25, 2010

Bid Due By: JULY 22, 2010 AT 10:00 A.M.

Bid Submitted By: _____

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Borough Clerk, for the Board of Commissioners of the Borough of Haddonfield, a municipal corporation in the County of Camden and State of New Jersey, on Thursday, July 22, 2010 at 10:00 a.m. prevailing time at the Borough of Haddonfield, Room 102 at which time and place bids will be opened and read in public for **“TREE REMOVAL SERVICES.”**

The Bid package for this service is available online at www.haddonfieldnj.org and in Room 101 of Municipal Hall, Borough of Haddonfield, 242 Kings Highway East, Haddonfield, NJ 08033 during regular business hours (8:30 am to 4:30 pm).

Bids must be submitted on standard form, available with the specifications. Bids must be enclosed in sealed envelopes bearing the name and address of the bidder and shall be marked on the outside for **“TREE REMOVAL SERVICES.”**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

By order of the Board of Commissioners of the Borough of Haddonfield.

Deanna Bennett
Borough Clerk

**BOROUGH OF HADDONFIELD
INSTRUCTIONS TO BIDDERS**

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1.0 DEFINED TERMS

Capitalized terms used in Bid Documents have the meanings assigned herein as set forth below. Terms used in the Bid Documents have both singular and plural meanings.

ADDENDA shall mean a written or graphic instrument issued by the architect before execution of the construction contract that modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections.

BID shall mean the completed and executed Specification Bid Form, enclosed Bid Security and any and all other information required in Instruction to Bidders.

BID DOCUMENTS shall mean the Invitation to Bid, Instruction to Bidders, Bid Form, Specifications, Drawings and Addenda if issued.

BID OPENING shall mean the location, date and time set forth in the Invitation to Bid.

BOROUGH shall mean the Borough of Haddonfield, in the County of Camden, New Jersey.

BOROUGH ADMINISTRATOR shall mean Sharon McCullough, Borough Administrator, Haddonfield Borough Hall, 242 Kings Highway East, Room 101, Haddonfield, New Jersey 08033.

BIDDER shall mean one who submits a bid.

CONTRACT shall mean the contract or authorizing purchase order consistent with the bid documents.

CONTRACTOR shall mean the successful Bidder with whom the Borough enters into Contract.

DAY shall mean a calendar day irrespective of a holiday.

NOTICE OF INTENT shall mean a written notice issued by Borough to the lowest responsive, responsible bidder that sets forth Borough's intention to enter into a contract regarding product or services solicited pursuant this bid document.

2.0 COMPLETION OF BID FORM

2.1 Bid Documents.

- (a) Borough is not responsible for any failure of Bidder to examine Bid Documents.
- (b) Borough may require pre-bid meetings. If so, the time, date, and location will be specified in the bid specification.
- (c) Bidder is to initial each of the four pages of these Bid Instructions, in the lower left corner.

2.2 Contract

- (a) Bidder, if issued a Notice of Intent, shall within the time set forth in the Notice, execute the Contract.

Bidder's Initials: _____

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- 2.3 Bid Prices. Bidders shall set forth all Bid prices in words, and numbers, either handwritten in black ink or typewritten.
- 2.4 Bid Security
- (a) Bid Security is required in the amount of ten percent (10%) of the bid price, by a certified check, cashier's check or bid bond issued by a surety/bonding company licensed in the State of New Jersey.
 - (b) Bidder shall understand and accept that the Bid Security shall be forfeited if Bidder fails to enter into a Contract with Borough after receiving a Notice of Intent.
 - (c) If a bond is submitted, the surety shall acknowledge, in the bond document that the total amount of the bond shall be subject to forfeiture if Bidder fails to enter into the Contract with Borough after receiving a Notice of Intent.
- 2.5 Consent of Surety. No instructions other than what is set forth on enclosed form.
- 2.6 Affirmative Action Language. Sign, date and return in Bid.
- 2.7 Americans with Disabilities Act of 1990. No other instructions.
- 2.8 Stockholder Disclosure Certification. No instructions other than what is set forth on enclosed form.
- 2.9 Business Registration Certificate. Copy of New Jersey Business Registration Certificate must be included with submitted bid proposal.
- 2.10 Public Works Contractor Registration. Copy of New Jersey Public Works Contractor Registration Certificate should be included with submitted bid proposal.
- 2.11 Subcontractor Declaration. No instructions other than what is set forth on enclosed form.
- 2.12 Debarred List Affidavit. No instructions other than what is set forth on enclosed form.
- 2.13 Non-Collusion Affidavit. No instructions other than what is set forth on enclosed form.
- 2.14 Request for Prevailing Wage Determination. No other instructions than what is set forth on enclosed form.
- 2.15 Acknowledgement of Receipt of Addenda. No other instructions than what is set forth on enclosed form. Must be included with submitted bid proposal.
- 2.16 Hold Harmless. No instructions other than what is set forth on enclosed information sheet.

Bidder's Initials: _____

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- 2.17 Insurance Coverage Requirements. No instructions other than what is set forth on enclosed information sheet.
- 2.19 Specification Bid Form. No instructions other than what is set forth on enclosed form.

3.0 SUBMISSION OF BID DOCUMENTS

- 3.1 The Bid.
Bidder shall complete and execute the Specification Bid Form, the Statement of Corporate Ownership, Affirmative Action Language, Debarred List Affidavit, Non-Collusion Affidavit, Prevailing Wage Compliance Declaration, and Bid Security, and other information as identified in the project bid specifications. Together these documents shall constitute a Bid.
- 3.2 Sealed bids shall be received by the Borough of Haddonfield in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- 3.3 Sealed bids will be received by the designated representative at 10:00 am on Thursday, July 22, 2010 in Room 101 of Municipal Hall, Borough of Haddonfield, 242 Kings Highway East, Haddonfield, NJ, 08033, as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- 3.4 The bid shall be submitted in a sealed envelope: (1) addressed to the Borough of Haddonfield, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- 3.5 It is the bidder's responsibility that bids are presented to the Borough of Haddonfield at the time and at the place designated. Bids may be hand delivered or mailed; however, the Borough of Haddonfield disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section 3.4, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- 3.6 Sealed bids forwarded to the Borough of Haddonfield before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- 3.7 All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough of Haddonfield. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

Bidder's Initials: _____

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- 3.8 Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- a) Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - b) Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - c) Bids by sole-proprietorship shall be signed by the proprietor.
 - d) When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- 3.9 Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- a) N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b) N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c) N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d) Bidder should consult the statutes or legal counsel for further information.
- 3.10 Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4.0 DISPOSITION OF BIDS

- 4.1 At any time prior to Bid Opening, Borough may withdraw the Invitation to Bid and not accept Bids. Any Bid received prior to withdrawal of the Invitation to Bid will be returned unopened to the Bidder.
- 4.2 Borough will open the Bids and read such Bids aloud publicly at the location, date and time set forth for Bid Opening in the Invitation to Bid.

Bidder's Initials: _____

**BOROUGH OF HADDONFIELD
INSTRUCTIONS TO BIDDERS**

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- 4.3 The decision to award or reject bids, based on the provisions of this Bid Document and/or State law, shall be made by the Board of Commissioners of the Borough of Haddonfield in the form of a duly adopted resolution.
- 4.4 Borough will be the sole party to determine whether or not Bids comply with the prescribed requirements set forth in the Bid Documents.
- 4.5 Borough reserves the right to accept and/or reject any or all Bids or to waive any immaterial defect or informality in any bid.
- 4.6 Notwithstanding any terms to the contrary, Borough reserves the right to reject any and/or all Bids if Borough deems it in its best interest to do so, pursuant to law.
- 4.7 Borough will reject Bids other than the three (3) apparent lowest responsive, responsible Bids and return the Bid Security for rejected Bids within ten (10) business days after the Bid Opening. The Borough reserves the right not to carry out the provisions of this section if it is in the best interests of the Borough.
- 4.8 Borough may hold at least the three (3) apparent lowest responsive, responsible Bids for sixty (60) days after the Bid Opening. The Borough reserves the right, with the approval of the Bidders, to extend said period between Bid Opening and issuance of Notice of Intent.
- 4.9 After the awarding and signing of the Contract and approval of the contractor's performance bond, Bid Security for the remaining unsuccessful Bidders will be returned within three days, Sundays and holidays excepted.
- 4.10 If all Bids are rejected, Borough will return Bid Security to Bidders within sixty (60) days after Bid Opening, unless such time is otherwise extended.

5.0 AWARD

- 5.1 If a Bid is awarded by the Board of Commissioners, Borough will issue a Notice of Intent to the lowest responsive, responsible Bidder within sixty (60) days after Bid Opening and will hold Bidder's Bid Security pending execution of the contract. The sixty (60) days may be waived by the Bidder upon request of the Borough.
- 5.2 Borough's Notice of Intent will state Borough's intention to enter into the Contract with Bidder and Bidder shall execute the Contract within 45 days following receipt of Notice of Intent; otherwise, Borough shall consider Bid to be abandoned and Bid Security forfeited to Borough.

6.0 SCHEDULE OF LIQUIDATED DAMAGES

- 6.1 \$150 per day.

Bidder's Initials: _____

**BOROUGH OF HADDONFIELD
 BID FORM
 (Must be Completed and submitted as part of Bid)**

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Project Name: TREE REMOVAL SERVICES

1. Bid Documents: Bidders understand and accept the terms and conditions of the Bid Documents.
2. Contract: Bidders understand and accept that the successful Bidder shall enter into a Contract with the Borough of Haddonfield.
3. Bid Security: Bidders submit herewith Bid Security in the amount of ten percent (10%) of the Bid, but not in excess of \$20,000. Bidder understands and accepts that Bidder's Bid Security may be forfeited for failure by Bidder to comply with the provisions of the Contract.
4. Required Documents
 - a. Failure to submit the following documents is mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Please check in Bidder's Initial Column confirming that document is included with Bid.

Document	Bidder's Initial Indicating Inclusion in Bid
A Bid Security (Bid Bond, Certified Check or Cashier's Check) N.J.S.A. 40A:11-21	
Stockholder Disclosure Certification N.J.S.A. 52:25-24.2	
A Listing of Subcontractors, if applicable (Subcontractor's Declaration) N.J.S.A. 40A:11-16	n/a
Bid Form	
Business Registration Certificate	
Bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	
A certificate from a surety company. N.J.S.A. 40A:11-22	

- b. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A: 11-23.1b).

Document	Bidder's Initial Indicating Inclusion in Bid
Affirmative Action Compliance Notice	
Debarred List Affidavit	
Non-Collusion Affidavit (form <u>must</u> be notarized)	
Prevailing Wage Compliance Declaration	n/a
Public Works Contractor Registration Certificate	n/a

BOROUGH OF HADDONFIELD

BID FORM

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Project Name: TREE REMOVAL SERVICES

5. Exceptions: List exceptions to the specifications, if any.

6. Timeline: The Bidder states that the work will be completed within the following timeline:

The work shall not exceed forty-five (45) days from beginning to end.

7. Contact

All communications to the Bidder regarding this Bid should be addressed to (include phone and fax numbers):

Name: _____

Title: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

BOROUGH OF HADDONFIELD

BID FORM

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Project Name: TREE REMOVAL SERVICES

BID PROPOSAL

Providing tree removal services in accordance with the forgoing specifications.

TO: Borough of Haddonfield
Board of Commissioners
242 Kings Highway, East
Haddonfield, N.J. 08033

Commissioners:

The undersigned has carefully examined the forgoing specifications and agrees to supply the tree removal services for the price given below.

Remove trees per list including the removal of all wood. The Borough will supply a location for duping the wood chips created from the removal. The Borough will also supply a location for wood that can not be chipped, the contractor shall be responsible for the pick up of said wood and transporting it to the location supplied by the Borough.

Tree List Removal Cost: \$_____

Maximum days to remove trees _____

Signed _____

Name (print) _____

Company Name _____

Address _____

Phone _____

Contact Person _____

Attest: _____

Name (print) _____

Title: _____

Date: _____

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
(609) 292-5473

Web Address: www.state.nj.us/treasury/contract_compliance/ccmail.html

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

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, affectional or sexual orientation or sex. Except with respect to 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, nation origin, ancestry, marital status, affectional or sexual orientation or sex. 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 for the provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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 contracting officer advising the 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code NJAC 17:27.**

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990

The Federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The requirement is described in the Instructions in section VII-B and fully displayed in Appendix B.

APPENDIX B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Haddonfield, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”)(42 U.S.C. s12101 ET SEQ.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses rising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

Will provide to _____ a performance bond in the full amount
(Owner)
of awarded contract in the event that said contractor is awarded a contract for the above project.

(Contractor)

(Authorized Agent of Surety Company)

Date: _____

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A, 53:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, Limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

This requires bidders to disclose whether they are a partnership, corporation or sole proprietorship. This form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

This statement shall be included with Bid Submission

Project: TREE REMOVAL SERVICES

Name of Business: _____

I certify that the list below contains the names and home addresses of all stockholder holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Signed and notarize the form below, and, if necessary, complete the stockholder list below.
(use additional paper if necessary)

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2____.

(Notary Public)

(Affiant)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

BUSINESS REGISTRATION CERTIFICATE

In compliance with P.L. 2004, c. 57, starting September 1, 2004, all business organizations and individuals that do business with the Borough of Haddonfield are required to be registered with the State of New Jersey and provide proof of that registration to the Borough.

The Statute states that failure to submit the Business Registration Certificate is mandatory cause for the bid to be rejected.

Please take the time now to apply for the certificate and include a copy with the Bid packet.

There is no charge to obtain a certificate. Businesses can obtain a certificate by calling (609) 292-1730 or at www.nj.gov/njbgs. Individuals performing personal services can obtain a certificate by calling (609)292-1730 or at www.nj.gov/treasury/revenue/pdforms/rega.pdf.

The Business Registration Certificate should not be confused with the Public Works Contractor Registration Act required for construction contracts or the Certificate of Authority.

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, P.L. 1963, c.150 (C.34:11-56.25 et seq)” and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch 238.

Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

<u>NAME</u>	<u>NOT REGISTERED</u>	<u>REG. #</u>
Bidder: _____	_____	_____
(Subcontractor): _____	_____	_____
(Subcontractor): _____	_____	_____
(Subcontractor): _____	_____	_____
(Subcontractor): _____	_____	_____

Subscribed and sworn
Before me this ____ day
of _____ 20____.

Notary Public of _____

My Commission Expires _____, 20____.

Signature

Name and Title
(Type or Print)

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the work "**IN-HOUSE**" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories below, please insert the word "**NONE**" in each appropriate space provided.

Plumbing and Gas Fitting and All Kindred Work

Name _____ Phone # _____
Address _____
License Number _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating

Name _____ Phone # _____
Address _____

Electrical Work

Name _____ Phone # _____
Address _____
License Number _____

Structural Steel and Ornamental Iron Work

Name _____ Phone # _____
Address _____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)

) ss.

COUNTY OF

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

I am _____ an officer of the firm of _____ the Bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Borough of Haddonfield, as 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 this Contract, including Guarantee period, that Borough of Haddonfield shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, 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 regulations.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

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

Notary Public of the State of New Jersey
My commission expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) ss.

COUNTY OF

PROJECT:

I, _____ residing in _____, in the County of _____, in the State of _____, of full age, being duly sworn according to law upon my oath depose and say that I am (title) _____ of the firm of _____ the bidder making this Proposal for the bid entitled _____, and that I executed the Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Haddonfield relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____(N.J.S.A. 52:34-1 5).

(Name of Bidder)

(Signature)

(Type or print name or affiant)

Sworn and subscribed before me this _____ day of _____, 20__.

Notary Public of the State of New Jersey
My commission expires _____

BOROUGH OF HADDONFIELD
Project: TREE REMOVAL SERVICES

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

HOLD HARMLESS

The contractor agrees to indemnify and hold harmless the Borough of Haddonfield and all it's employees from and against any and all claims, damages, losses, actions, suits, injury, liability and expenses (including attorney's fees) or other costs of any nature whatsoever which they may suffer or incur directly or indirectly in the connection with the negligent acts or omissions of the contractor, its agents, employees or subcontractors, and the agents, employees or any of them or anyone directly or indirectly employed by the contractor in connection with the carrying out of the contractor's obligations under this contract, including the furnishing of the equipment, materials and supplies at the site of the proposed work; and without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any tangible property (including the loss of use resulting therefrom), including that of the Borough.

Bidder's Initials: _____

INSURANCE COVERAGE REQUIREMENTS

The contractor must assume all risks connected with this work. He shall comply with all State Laws and Regulations concerning Worker's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work done under this contract, either by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The contractor shall not commence work under this contract until he has obtained all insurance required by this section and such insurance has been approved by the Borough of Haddonfield, nor shall the contractor allow any subcontractor to commence work in his subcontract until all similar insurance required of the subcontractor has been obtained and approved. The contractor's insurance shall apply to and provide coverage for all subcontractors and/or suppliers unless the contractor forwards to the Borough the Certificate of Insurance for the subcontractor and/or supplier. Insurance coverage shall remain in effect until all work under the contract has been accepted by the Borough and at all times thereafter when the contractor may be removing or replacing defective work.

The contractor shall furnish the Borough with proof of insurance by providing a Certificate of Insurance from his authorized agent. The Borough of Haddonfield shall be named as an additional insured. The contractor shall give the Borough 30 days written notice of any material change in, cancellation of, or expiration of the policies. Any insurance company providing coverage must be authorized to do business in the State of New Jersey.

The following insurance is required:

General Liability – minimum \$1,000,000 each occurrence & aggregate
(Bodily injury and property damage combined)

Coverage must include:

Comprehensive Form
Premises-Operations
Explosion & Collapse Hazard
Products/Completed Operations Hazard
Contractual (blanket)
Broad Form Property Damage
Independent Contractors
Personal Injury

Commercial blanket bond – minimum \$1,000,000

Workers Compensation and Employer Liability - Statutory

Bidder's Initials: _____

BOROUGH OF HADDONFIELD
Project Name: TREE REMOVAL SERVICES

REQUEST FOR PREVAILING WAGE DETERMINATION
N.J.S.A. 34:11-56.25 et seq

The Borough of Haddonfield has requested prevailing wage rates for this project. The appropriate rates for Camden County are included in this bid package. Please note that this is a public work construction project and prevailing wage applies to this project.

Bidder's Initials: _____

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW
ENFORCEMENT COMMISSION (ELEC)**

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Bidder's Initials: _____

Any questions please call Mike Comoroto (856) 429-0183 ext 124.

1. **SCOPE OF SERVICES**

To provide all supervision, labor, tools, equipment and services required to perform tree removal work in the Borough of Haddonfield as specified herein.

2. **QUALIFICATIONS OF BIDDERS**

A. Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of arboriculture. Bidders shall derive a majority of income from arboriculture work. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The Borough may require proof of these qualifications.

B. All bidders must have in their possession or available to them by formal agreement at the time of bidding, trucks, devices, chippers, hand tools, serial and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

3. **SAFETY STANDARDS**

A. All equipment to be used and all work to be performed must be in full compliance with the most current revision of American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). These standards are made part of this contract by this reference.

B. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

C. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Borough and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conference with State, County and Local highway construction codes.

4. **LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL**

A. Contractor shall be liable for any damage caused during the removal of the tree. Including sidewalk, curb, street and landscaping on the homeowners property.

5. **DISCONTINUANCE OF WORK**

A. Any practice obviously hazardous as determined by the Borough shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

6. **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS**

A. The Contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages and other applicable conditions of employment.

7. **WORKING IN PROXIMITY TO ELECTRICAL HAZARDS**

(This section is taken from American National Standard Institute Z-133.1 1982)

A. An inspection shall be made by the tree worker and by the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before climbing, entering or working around any tree.

B. Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. (A qualified line-clearance tree trimmer is a tree worker who through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree-trimming who has demonstrated his ability to perform his duties safely at his level of training. OSHA Standard 29CFR 1910)

C. There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearance operations aloft when the line-clearance tree trimmer or line-clearance trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts: or (1) When branches or limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact, or, (2) When roping is required to remove branches or limbs from such conductors or apparatus. This does not apply to utility workers engaged in tree trimming incidental to their normal occupation.

D. Line-clearance tree trimmers and line-clearance tree trimmer trainees shall maintain the necessary clearance from energized conductors.

Minimum Working Distances from
Energized Conductors for
Line-Clearance Tree Trimmers
and Line-Clearance Tree Trimmer Trainees

Voltage Range (phase to phase) (k V)	Minimum Working
2.1 to 15.0	2 ft 0 in (0.6m)
15.1 to 35.0	2 ft 4 in (0.7m)
35.1 to 46.0	2 ft 6 in (0.75m)
46.1 to 72.5	3 ft 0 in (0.9m)
72.1 to 121.0	3 ft 4 in (1.0m)
138.0 to 145.0	3 ft 6 in (1.05m)
161.0 to 169.0	3 ft 8 in (1.1m)
230.0 to 242.0	5 ft 0 in (1.5m)
345.0 to 362.0	7 ft 0 in (2.1m)
500.0 to 552.0	11 ft 0 in (3.35m)
700.0 to 765.0	15 ft 0 in (4.55m)

E. All other workers shall maintain a minimum clearance of 10 feet (3m) from energized conductors rates 50kV phase-to-phase or less; for conductors rated over 50kV phase-to-phase the minimum clearance shall be 10 feet plus 4/10 (3m plus 10mm) for each kilovolt over 50kV.

F. Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

G. When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift shall be considered as energized, and contact with the truck shall be avoided except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

8. **PROTECTION OF OVERHEAD UTILITIES**

A. Tree removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

9. **THE PROTECTION OF UNDERGROUND UTILITIES**

A. The Contractor shall be responsible for contacting the appropriate utility for location of any underground electric services which are in the work area and which could be damaged by Contractor's operation. If the Contractor has properly contacted the utility in sufficient time to arrange for location and protection of underground services, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

10. **LOCATION AND SCHEDULE OF WORK**

A. The amount of tree removals to be performed is conditional upon the total amount of funds budgeted for tree work.

11. **COORDINATION OF WORK**

A. If separate Contractors perform removal operations of this contract, they alone are responsible for coordination of work schedules. Separate crews may work on separate streets, if the streets are close to each other. Each crew must complete work on a particular street before moving to another street, unless permission is given by the Borough to do otherwise.

12. **CLEANUP**

A. All debris from tree removal operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the Borough to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept. All brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of forestry operations.

B. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner, all logs brush and debris resulting from the tree maintenance operations.

13. **WORKING HOURS**

A. The Contractor will schedule work between the hours of 7:00 AM and 6:00 PM Monday through Friday unless called in by the Borough to do otherwise.

14. **LICENSES AND PERMITS**

A. The Contractor shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. It shall be the responsibility of the Contractor to obtain all necessary permits, lane closure permits and other needed authorization to conduct tree maintenance operations on all rights-of-way. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

15. **SUBCONTRACTS**

A. The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Borough. The subcontractor, as approved, shall be bound by the conditions of the contract between the Borough and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

16. **EXECUTION OF CONTRACT**

A. The successful Bidder shall, within 15 calendar days of receiving written notice of selection as the successful bidder, enter into contract with the Borough on forms as included within the bidding documents and provide the appropriate bonds, indemnities and insurances required hereunder.

B. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by representative of the Borough, or other persons.

17. **SUPERVISION**

A. This contract will be under the direct supervision of the Borough or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the Borough authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

18. **WORK CREW SUPERVISION**

A. The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Borough. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

B. The Contractor shall ensure that one person per crew is able to speak English fluently.

19. **PAYMENTS**

A. Payments will be made on a semi-monthly or monthly basis. Billings must be made on or accompanied by a Borough voucher form signed by the contractor. Payment is made according to actual number of hours worked.

20. **CONTRACT TERMINATION**

The Borough shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The Contractor is not adequately complying with the specifications.
3. Proper arboricultural techniques are not being followed after warning notification by the Borough or its authorized representatives.
4. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment of the specified quality and quantity.
5. The Contractor, in the judgment of the Borough, is unnecessarily or willfully delaying the performance and completion of the work.
6. The Contractor refuses to proceed with work when and as directed by the Borough.
7. The Contractor abandons the work.
8. If contractor bids a multi-year contract, the Borough reserves the right of cancellation at the end of each calendar year.

21. **INDEMNIFICATION**

I, the Contractor, agree to indemnify, hold harmless and defend the Borough from and against any and all loss, damage, or expense which the Borough may suffer or for which the Borough may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, settlement of any complaint effected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Borough's trees by persons (other than the employees of the Contractor engaged in the work contemplated by this Agreement) who are in or about such trees.

22. **STANDARDS FOR REMOVALS**

Removals are to be performed by tree workers who, through related training and on-the-job experience, are familiar with the techniques and hazards of this work including trimming, maintenance, repairing or removal and equipment used in such operations. This type of work is a potentially hazardous occupation and is to be undertaken only by trained personnel or under the supervision of trained personnel, all of whom are covered with workers compensation, property damage, public liability and completed operations insurance.

During removal operations care should be taken not to damage any sidewalk or hard surfaced area, the parent stem is to be cut 6" or lower to the ground. All wood is to be removed by the contractor unless authorized by the Borough.

23. **BIDDING SPECIFICATIONS AND CONTRACTUAL TERMS**

A. The Borough reserves the right to award the bid for whichever term it determines is in the Borough's best interest.

B. Tree work done under the direction of this contract shall be bid on the following bid form.

1. Tree Removal:

The following list of trees are to be removed and contractor is to bid on the entire list of removals:

	<u>ADDRESS</u>		<u>LOCATION</u>	<u>TREE TYPE</u>	<u>SIZE</u>
1		SW Atlantic Avenue	Wheeler Park	Ash	36
2		SW Atlantic Avenue	Wheeler Park	Ash	40
3	112	Heritage Road	F1	Linden	26
4	1	Treaty Elms Lane	F2	Gum	20
5	201	Warwick Road	F3	Maple	25
6	220	Warwick Road	F1	Maple	33
7	600	Washington Avenue	F2	Pin Oak	35
8	121	SE Atlantic Avenue	F1	Elm	25
9	319	Avondale Avenue	F1	Ash	25
10	41	Estaugh Avenue	F1	Maple	25
11	230	Euclid Avenue	F1	Maple	25
12	125	Kings Highway West	F2	Maple	37
13	344	Kings Highway West	F3	Maple	25
14	134	Peyton Avenue	F1	Maple	36
15	100	Redman Avenue	S2	Maple	25
16	211	Woodland Avenue	F1	Linden	20
17	510	Maple Avenue	F1	Oak	43
18	544	Maple Avenue	F1	Red Oak	32
19	544	Maple Avenue	F2	Oak	43