

**BOROUGH OF HIGHLANDS  
UNIFORM BID SPECIFICATIONS**

**PRIVATE PROPERTY DEBRIS REMOVAL  
AND DEMOLITION**

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 THE BID**

The Borough of Highlands (Borough) is soliciting bid proposals for the removal of disaster related debris from public and private property generated by the Hurricane Sandy disaster event. For sake of this request for bid (RFB) private properties can include commercial properties. The contract period shall be 120 days from the date of award at which time all work must be complete. Upon mutual agreement, the Borough may choose to extend the contract period an additional 60 days.

### **1.2 CHANGES TO THE BID SPECIFICATIONS**

Notice of revisions or addenda to advertisements or bid documents will be published, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, in the Asbury Park Press and in the Star Ledger.

### **1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Borough Attorney and Clerk, at the Borough of Highlands Temporary Borough Hall, 42 Shore Drive, Highlands, New Jersey on January 14, 2014 at 11:00 a.m. Bids must be received by the Borough Clerk at the above address no later than January 14, 2014 at 11:00 a.m. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

## **1.4 GENERAL CONTRACTOR REQUIREMENTS**

1. Contractors and subcontractors are required to comply with the requirements of P.L. 2004, c.57 and P.L.2009 c.315 with regards to Business Registration Certificate (BRC). It is requested that a copy of the BRC be submitted with the bid package;
2. Contractors and all subcontractors must be registered with the State of New Jersey under the Public Works Contractor's Registration Act (PWCA)" NJSA 34:11-56.48. Proof of PWCA registration must be submitted with the bid packet.
3. Contractors and subcontractors engaged in asbestos work must be licensed by the New Jersey Department of Labor and Workforce Development in accordance with N.J.A.C. 12:120-3.2(a) and all asbestos inspections/certification performed in accordance with the Asbestos NESHAP regulations at 40 C.F.R. 61.145(a). A copy of a valid asbestos license must be submitted with the bid packet.
4. Contractors and appropriate subcontractors may remove material in accordance with the "Unregulated Heating and Oil Tank Program". The Unregulated Heating Oil Tank Program allows pre-qualified environmental professionals to investigate and remediate certain low risk Unregulated Heating Oil Tanks, including residential fuel oil underground storage tanks, with limited DEP oversight subject to possible audit. The contractor must receive the Borough's approval for any activities prior to initiating work. Requirements of this program can be found at <http://www.nj.gov/dep/srp/unregulatedtanks/>
5. Contractor is responsible to ensure that each sub-contractor has all required licensing and registration required by Federal, State or Local Laws and performs their tasks in a manner that conforms to all regulations. Copies of relevant Licenses/Certification must be submitted with bid packet.
6. Contractor must be able to provide services to demolish, clean up, remove, haul and dispose of Structures and Debris as defined in the Scope of Services attached hereto and incorporated herein by reference (the "Services");
7. Contractor must be willing and capable of performing the Services, including but not limited to, proper documentation preparation, management and event closure;
8. Contractor must be knowledgeable and have experience in providing the Services as described herein, and to insure that all Services qualify for reimbursement by reimbursement agencies including the Federal Emergency Management Agency (FEMA),

the Federal Highway Administration (FHWA), and the New Jersey Office of Emergency Management; and have the resources, equipment and manpower necessary to meet the Contractual obligations of this Contract.

9. The Department of Environmental Protection (NJDEP) requires ALL solid, medical and hazardous waste transporters to register with the Department prior to transporting or disposing of waste in New Jersey, NJSA 13:1E-1 et seq., NJAC 7:26-3.2 and NJAC 7:26A-7 and possess an A901 License and Certificate of Public Convenience & Necessity (CPCN) issued by the State of New Jersey, Department of Environmental Protection to collect and transport solid waste generated by other people, and possess A-901 decals. Copies of License and CPCN must be submitted with bid packet
10. Contractor is responsible to be familiar and comply with all requirements of OSHA regulations and the NJ Superstorm Sandy Demolition Guidance Document (Attachment 2), FEMA Lower Impact Debris Removal Stipulations (LIDS) (Attachment 3)
11. Borough will be responsible to determine whether structure is to be treated as asbestos as per the NJ Superstorm Sandy Demolition Guidance Document (Appendix A) and FEMA Guidelines. The Contractor must provide a determination of the classification of waste to the Borough for review and approval prior to the onset of demolition. Certified documentation must be provided by the Contractor upon completion of demolition of each structure.
12. Contractor will be responsible to perform air monitoring testing as per the NJDEP and USEPA guidelines. Air monitoring shall be executed in accordance with the New Jersey Superstorm Sandy Demolition Guidance document and will comply with all applicable USEPA air monitoring protocols. Perimeter air monitoring is not required at sites where inspections conducted in accordance with the Asbestos NESHAP did not identify any asbestos.
13. Contractor is responsible to schedule and ensure that air monitoring equipment be onsite during each phase of the demolition. Air monitoring documentation results must be submitted to the Department of Health within 24-hours of the demolition in accordance with the New Jersey Superstorm Sandy Demolition Guidance document. Contractor shall assume all responsibility for scheduling demolitions with the Borough for air monitoring purposes.

14. Bidder's must submit copies of the following required Licenses/Certificates: Failure to submit these licenses will be a fatal defect and your bid will be rejected in its entirety:
  - a. New Jersey DEP A901 License
  - b. New Jersey Labor and Workforce Development Public Works Contractor Registration
  - c. New Jersey Labor and Workforce Development Asbestos Contractor License
  - d. Business Registration Certificate
  - e. Certificate of Public Convenience & Necessity (CPCN) issued by the State of New Jersey, Department of Environmental Protection
15. Contractor must further provide all information as requested in this bid.
16. The contractor agrees to complete this project within one hundred twenty (120) calendar days upon issuance of Notice to Proceed.
17. Damages: If contract is not completed within the one hundred twenty (120) calendar days upon issuance of Notice to Proceed, contractor will be assessed liquidated damages assessed at \$2,500.00 per day thereafter.

## **1.5** **BID DOCUMENTS**

1. Narrative detailing qualifications and experience on similar projects;
2. Equipment List
3. Equipment Guarantee Form
4. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Highlands;
5. Non-collusion affidavit;
6. Stockholder statement of ownership;
7. Certificate of Surety;
8. Disclosure of Investment Activities in Iran Form; and
9. Bid Proposal
10. Pricing Schedule (Please use the Pricing Schedule provided as Attachment #4)

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

## **2.0 DEFINITIONS**

"Bid Proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the Borough of Highlands, ensuring that the successful bidder will enter into a contract. "Bid specifications" means all documents requesting bid proposals for Private Property Debris Removal and Demolition services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the Borough of Highlands and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the Borough of Highlands to procure and administer contracts for solid waste collection services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be

made.

"Holiday" means a regularly scheduled workday on which the Borough is closed.

"Legal newspaper" means the Asbury Park Press and the Star Ledger.

"Monitor" or "Monitoring Firm" means the firm contracted by the Borough to monitor Contractor operations.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

### **3.0 BID SUBMISSION REQUIREMENTS**

#### **3.1 BID PROPOSAL**

Bid Proposals shall be hand delivered or mailed (e.g., US Postal Service, UPS, FedEx, etc.) in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Highlands in the advertisement for bids.

Each bidder shall sign, where applicable, all bid submissions as follows:

- i. For a corporation, by a principal executive officer;
- ii. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
- iii. A duly authorized representative if:
  - a. The authorization is made in writing by a person described in sections i. and ii. above; and
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

### **3.2 BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Highlands in the amount of 10% of the bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guarantee shall become the property of the Borough of Highlands. Each Bid must be accompanied by a Bid deposit in the form of a Bid bond, in the amount of 10% of the total bid not to exceed \$20,000.00 issued by a surety licensed in the State of New Jersey or cashier's or certified check issued by a National Bank or Trust Company and payable to the order of: Borough of Highlands in the sum of \$20,000.00.

The deposit shall be enclosed in the sealed envelope containing the Bid. Each Bid deposit may be held by the Owner as security for fulfillment of the Bidder's promises, set forth in his Bid, that he will not withdraw his Bid while it is being considered and will execute the contract agreement and furnish the required bonds and insurance certificates if his Bid is accepted.

Should the Bidder fail to fulfill such promises, his Bid deposit shall become the property of, or be payable to, the Borough to be credited towards the damages defined in Section 20 of these instructions, with any amount in excess of such damages being returned to the Bidder.

Unless it shall become the property of, or be payable to the Borough, said deposit shall be returned to the Bidder as hereinafter provided. Bid deposits will be returned to all except the three (3) lowest responsible Bidders within ten days (Sundays and legal holidays excluded) after the formal opening of Bids and to the three (3) lowest responsible Bidders within three (3) days (Sundays and legal holidays excluded) after the Owner and the accepted Bidder have executed the contract agreement. In the event that the contract has not been awarded by the Borough within sixty (60) days after the opening of the Bids, Bid security will be returned promptly upon demand



of any Bidder whose Bid has not been accepted.

None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one of the Bids, until the contract agreement has been executed by both the Owner and the accepted Bidder.

### **3.3**      **CONSENT OF SURETY**

In addition to the Bid security, each Bid must be accompanied by a Consent of Surety similar to the form attached to the Bid from a surety company qualified to do business in the State of New Jersey agreeing, in event of the award of the contract to the Bidder, to furnish the required bonds.

### **3.4**      **RIGHT TO REJECT BIDS**

The Owner reserves the right to reject any or all Bids pursuant to N.J.S.A. 40A:11-13.2; to adopt alternate; to accept that one which in its judgment best serves its interests; to waive any informalities or irregularities in the bids received and to accept the bid from the lowest responsible bidder. The right is also reserved to increase or decrease the quantities specified in the manner designated in the bid documents.

### **3.5**      **BONDING**

A Performance Bond and a Labor and Material Payment Bond in the forms which are inserted after the Contract Agreement and each in the sum herein specified and duly executed by the successful Bidder as principal and by a surety company licensed to do business under the laws of the State of New Jersey and satisfactory to the Borough, as surety, will be required for the faithful performance of the contract, the payment for labor and materials and for the guarantee and

maintenance of the work.

**Performance Bond = 100% of the Total Bid**

**Labor and Material Payment Bond = \$1,000,000.00**

**3.6 EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Highlands.

**3.7 COMPLIANCE**

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

**3.8 CONFLICT OF INTEREST AND NON-COLLUSION**

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

1. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
2. All statements made in the bid proposal are true and correct and made with the full knowledge that the Borough of Highlands relies upon the truth of those statements in awarding the contract; and
3. No person or business is employed to solicit or secure the contract in exchange for a

commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26- 16 et seq.

**3.9 NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Highlands agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the Borough of Highlands.

**3.10 SUBCONTRACTORS**

Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA and State of New Jersey listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors.

The Borough reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the Borough's approval of the new subcontractor.

**3.11 INDEPENDENT CONTRACTORS**

At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the Borough. As independent contractors, Contractor and all sub-contractors are not entitled to any Borough employment benefits.

**3.12 FEDERAL MODIFICATIONS**

This Contract and all attachments hereto are subject to modifications as FEMA, FHWA and the state emergency management agency may require.

**3.13 TERMINATION**

Contractor may terminate this Contract upon thirty (30) days written notice to the Borough, provided, however, that during such thirty (30) days (or until earlier release by the Borough), Contractor shall continue to diligently perform all of its duties hereunder. The Borough may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Borough with written notice to Contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Borough for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Borough shall be liable only for goods or services then delivered by Contractor and accepted by the Borough. Such termination shall be effective as of the date and time designated by the Borough.

This Contract shall be deemed to have been completed in accordance with its terms when the Borough notifies Contractor that all Debris has been removed to the satisfaction of the Borough.

**3.14 PERSONNEL**

Contractor represents and warrants to the Borough that Contractor has, or shall secure at

its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the Borough or to have any contractual relationship with the Borough. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the Borough. Contractor represents and warrants to the Borough that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the Borough deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.

### **3.15 SAFETY**

Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures. Traffic control shall comply with Manual on Uniform Traffic Control Devices (MUTCD). Road closures, partial or complete, and/or detours require the approval of the Traffic Safety Unit of the Highlands Police Department. A Traffic Control Plan must be provided and kept on file in the Office of Traffic Safety as well as on the job site.

Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of

discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Borough.

Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration (FHWA) Manual for Work Zone Safety. The Borough reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Borough, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, state, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

The contractor is informed that the safety of the site is the contractor's responsibility and all applicable safety standards should be followed. All traffic control devices must be in conformance with the MUTCD and be on site prior to any construction. Access for emergency vehicles shall be available at all times.

Access to properties, where applicable, should be maintained at all times. If residential driveways are to be blocked, the contractor shall coordinate with affected lot owner to keep disruption to a minimum.

### **3.16 FEDERAL AND STATE TAXATION**

Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.

### **3.17 SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the Borough, which consent may be withheld at the sole and absolute discretion of the Borough. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Monitor for the Borough, nor shall this Contract be deemed to create any rights or benefits to any person other than the Borough or Contractor.

### **3.18**    **PROGRESS REPORTS**

Contractor shall provide progress reports to the Borough and monitor on a weekly basis or more frequently as requested by the Borough. Such reports shall contain, at a minimum, total cubic yards collected, total tons collected, disposal locations, daily totals, and description of the geographical areas being addressed by the Contractor.

### **3.19**    **DEFAULT**

Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the Borough, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Borough shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of New Jersey.

### **3.20**    **CREDIT**

Contractor shall not pledge the Borough's credit or make the Borough a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would

impair its ability to fulfill the terms of this Contract.

**3.21 PERFORMANCE**

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Borough; such performance by Contractor shall be in compliance with all applicable local, state and federal laws and regulations.

**3.22 DISCLOSURE AND OWNERSHIP DOCUMENTS**

Contractor shall deliver to the Borough or its designated representative for approval and acceptance, prior to the Borough's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Borough, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Borough's prior written consent, unless otherwise required by lawful court order, after a hearing at which the Borough is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Borough's expense shall be and remain the Borough's sole property and may be reproduced at the discretion of the Borough. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or Ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

**3.23 ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. The Borough and Monitor shall have full and complete access to all records,



documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in the Borough's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to insure that all required records are provided to the Borough at Contractor's expense.

**3.24 NONDISCRIMINATION**

Successful bidder is required to comply with the requirements of NJSA 10:5-31 and NJAC 17:17.

**3.25 ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.

**3.26 SEVERABILITY**

If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**3.27 MODIFICATIONS OF WORK/CHANGE ORDERS**

Change Orders cannot exceed 20% of the total awarded contract amount and must be approved by the governing body prior to the initiation of the proposed change. The Borough reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the Borough's notification of a contemplated change,

Contractor shall (a) if requested by the Borough, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Borough of any estimated change in the completion date, and (3) advise the Borough in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Borough instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Borough's decision to proceed with the change. If the Borough elects to make the change, the Borough shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

**3.28 NON-EXCLUSIVE CONTRACT**

This Contract shall be non-exclusive and the Borough may procure the services contemplated hereby from other sources at the Borough's discretion.

**3.29 VENUE**

This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to conflicts of laws.

**3.30 LAWS AND REGULATIONS**

All applicable federal, state and local laws, ordinances, rules and regulations, including those of FEMA, FHWA the state emergency management agency and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations.

**3.31 MONITORING OF CONTRACT FOR DEBRIS REMOVAL**

The Borough shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's

operating hours. Contractor will notify Borough/Monitor each day of the number of work crews and disposal sites that will need assigned monitors, a minimum of 12 hours prior to work commencing on the following day to facilitate proper staffing requirements. Borough/Monitor may increase or decrease the number of monitors provided to the Contractor to meet the debris removal needs. The Contractor shall ensure, at their own expense if necessary, that certified scales and/or viewing towers are provided at each approved disposal facility. Need will be determined by the classification and quantification of debris being disposed of.

### **3.32 ENVIRONMENTAL CONCERNS**

Any environmental samples, analyses, or remediation actions required as a result of Contractor's operations, or activities shall be the full responsibility of the Contractor in accordance with all applicable Regulations.

### **3.33 CONTRACT LANGUAGE**

Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

### **3.34 NOTICES**

All notices and communications required or permitted by this Contract shall be deemed to have been given if sent in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.

### **3.35 FINES, FEES AND PENALTIES**

Any and all fines, fees, and associated financial penalties incurred or assessed due to negligence and/or failure to comply with all local, State, and Federal requirements and regulations, shall be at the sole responsibility of the contractor.

#### **4. AWARD OF CONTRACT**

The Borough of Highlands shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Borough of Highlands, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Highland's decision, in writing, by certified mail.

The contract will be awarded to the bidder whose aggregate bid price is the lowest responsible bid.

The Borough of Highlands reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Highlands rejects all bids, the Borough of Highlands shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

The Borough may offer secondary contracts to the next low responsive responsible bidder being in full compliance with all general, technical and administrative requirements in the aggregate. The secondary contracts will be awarded in the order of total bid amount. Work under a secondary contract shall be authorized only in the event that the successful bidder defaults on the primary contract or is unable to meet the terms and conditions of the primary contract after receiving notice of failure to perform and opportunity to cure as set forth in the primary contract.

Contractors must provide agreement in writing to accepting secondary contract, agreeing to the same terms and conditions as stated herein, within ten business days of the award of the primary contract to the lowest responsive bidder. Upon notification of the intent to approve work under a secondary contract, the Contractor so notified shall have three days to inform the Borough of its ability to perform, and anticipated start date for such work. The Borough shall then have three days to notify the secondary contractor in writing as to whether

such start date is acceptable and, if not, the Borough shall have the right to offer secondary contract work to the next contractor which has accepted a secondary contract and that there is no minimum expenditure guaranteed, expressed or implied to any secondary bidder.

#### **4.1 NOTICE OF AWARD AND EXECUTION OF THE CONTRACT**

Within fourteen calendar days of the award of the contract, the Borough of Highlands shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Highlands to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### **4.2 RESPONSIBLE BIDDER**

The Borough of Highlands shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

#### **4.3 AFFIRMATIVE ACTION REQUIREMENTS**

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Borough of Highlands intent to award any contract the contractor must submit one of the following to the Borough of

Highlands:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
3. If the Contractor has none of the above, the Borough of Highlands shall provide the Contractor with an (A.A.302) affirmative action employee information report.

If the Contractor does not submit the affirmative action document within the required time period the Borough of Highlands may extend the deadline by a maximum of fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Highlands to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### **4.4 ERRORS IN PRICE CALCULATION**

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Highlands may not award a contract until all tabulations are complete.

#### **5. SCOPE OF WORK**

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Borough during the response to an emergency situation, as well as to restore public and private areas to normal condition. Normal condition includes, but is not limited to, the removal of all disaster generated health and safety hazards from public and private

property.

Landfill, Reduction, and Recycling facility disposal costs, or “tipping fees”, will be passed through to the Borough unless otherwise noted. Tipping fees are disposal rates, fees, taxes (costs) and any revenue that may be generated as a result of recycling. The Contractor is required to submit all disposal facilities including tipping schedules and permits to the Borough prior to disposal at any facility. The Borough reserves the right to refuse any disposal facility and may in turn propose and/or select an alternate facility at its choosing.

Debris being hauled to a permanent disposal facility or recycling facility will be paid based on units as identified in the cost schedule. The Borough will be responsible for all tipping fees at a final disposal site that has been chosen by the Borough. Load tickets have to be reconciled with the records of the Borough or its designated agent (i.e., Debris Monitoring Contractor). The Borough will be the recipient of any revenues generated from the salvage value of the recyclable debris.

The work to be performed under this Contract shall consist of demolition, generation, collection, removal and disposal of the debris cause by the Superstorm Sandy disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage.

Pre-work site conditions will be documented by the Borough or it’s Monitor. Any damages or other disturbances caused or created during the Contractor’s execution of work will be the Contractor’s responsibility to remediate. All final site conditions shall be approved at the discretion of the Borough/Monitor. Final site conditions include at a minimum, final grading and leveling of ground, removal of all loose debris greater than 2 cubic inches and restoration of any areas disturbed outside of the defined work zone.

All work performed under this scope of services must be conducted within the jurisdictional

limits of the Borough. No work, as defined within this scope of work, shall be conducted by the Contractor outside of this contract while still in the jurisdictional limits of the Borough of Highlands.

Contractor will be required to secure and provide a water source during the course of all demolitions for the purpose of eliminating visible emissions created as a result of the mechanical act of demolition and loading of demolition generated debris and/or as may be required by federal, state, or local regulations.

No debris shall be generated or loaded without the presence of the Monitor representative issuing a proper load ticket to document the origin of the load, date, contractor name, equipment number, equipment capacity, point of collection, departure time, etc.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All debris loads shall be full and well compacted.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction, recycling, or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor.

This RFB does not contemplate the use of a Temporary Debris Management Area (TDMA) prior to final disposal. Use of a TDMA is the Contractor's option, and will not justify separate payment. Any TDMA used must follow all rules, regulations, and approval requirements and must be approved in writing by the Borough in advance of use.

The Contractor shall request approval from the Borough of all final disposal sites to be utilized prior to use. Contractor shall provide all necessary permits prior to approval. Disposal of all waste generated under this scope of services must be in accordance with the Monmouth County



Solid Waste Management Plan and the NJ Superstorm Sandy Demolition Guidance Document.

This contract has the potential to include the additional demolition of structures that must undergo formal condemnation procedures. In such instances, the Contractor may be retained beyond the original 120 day performance period at the Borough's choosing.

**ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE PRICED, PLANNED AND EXECUTED IN FULL COMPLIANCE WITH THE NEW JERSEY SUPERSTORM SANDY DEMOLITION GUIDANCE DOCUMENT (Attachment 2), FEMA LOWER IMPACT DEBRIS REMOVAL STIPULATIONS (Attachment 3), APPLICABLE OSHA REGULATIONS AND STATE SOIL CONSERVATION REGULATIONS.**

The contractor is required to be familiar with and compliant with the Soil Erosion And Sediment Control Act, Chapter 251, P.L. 1975, Eff, January 1, 1976, throughout the demolition, generation, and debris removal processes.

Demolition of each house will be required to follow one of the three scenarios contained in the guidance document. The three scenarios are (1) house "down" by storm, (2) house determined unsafe to enter, and (3) house determined safe to enter. Each scenario involves differing requirements. The guidance document specifies requirements pertaining to asbestos including inspections, perimeter air monitoring, notification periods, abatement, asbestos removal, packaging, transportation and disposal. The guide also includes directions for conducting demolitions such as wetting the structure to prevent visible dust emissions. In addition, there are special handling requirements for refrigerant containing appliances, recycling options, waste transportation and disposal. All waste transportation and disposal must be conducted in accordance with new jersey's solid waste regulations including the use of properly registered solid waste haulers and equipment, and waste must be disposed at facilities approved in the county solid

waste management plan (“waste flow”).

## **5.1 REMOVAL, HAULING AND RECYCLING OF ELIGIBLE VEGETATIVE DEBRIS**

As identified by and directed by the Borough or Monitor, the Contractor shall accomplish the collection, removal, loading, and hauling of all disaster generated vegetative debris. The Contractor shall haul all vegetative debris to a Borough authorized recycling facility.

This pay item includes fallen tree and limb debris, stumps, hazardous limbs and trees removed by the Contractor under other pay items and placed on private/public property or public Rights-of-Way (ROW). The contractor is responsible for the extraction, removal, and disposal of non-hazardous stumps less than 24” in diameter as measured and qualified in accordance with FEMA Disaster Assistance Policy 9523.11. Stumps with less than 50% of the root ball exposed but greater than 24” as measured do not qualify as hazardous but shall be flush cut at the point nearest to the ground. If fill material is required, it shall be determined at the discretion of the Borough/Monitor. All fill material must meet gradation in accordance with NJDOT Standard Specifications 2007 Table 901-11.1 for materials consistent with I-9 through I-15, to original grade. Source of fill material must be identified and approved by the Borough prior to delivery. Associated costs from this pay item shall be reflected in the unit price bid.

The Contractor is required to provide an inspection tower at all vegetative recycling facilities.

Payment for this item shall be based on a per CUBIC YARD (CY) quantity. Any costs incurred for the recycling of vegetative debris shall be passed-through to the Borough.

## **5.2 CUTTING AND REMOVAL OF HAZARDOUS TREES**

Contractor (or subcontractor) must be a NJ Certified Tree Expert and comply with ANSI300 standards for tree practices. The Contractor shall remove/cut hazardous leaning trees

(leaners) over 6” in diameter as measured and qualified in accordance with FEMA Disaster Assistance Policy 9523.13. Hazardous trees shall be removed and placed on private/public property or ROW. All hazardous trees must be identified by the Borough or Monitor prior to removal to be eligible for payment. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree and costs associated with extraction, removal, and fill covered under the bid price for this pay item. If fill material is required, it shall be determined at the discretion of the Borough/Monitor. All fill material must meet gradation in accordance with NJDOT Standard Specification 2007 Table 901-11.1 for materials consistent with I-9 through I-15, to original grade. Source of fill material must be identified and approved by the Borough prior to delivery.

Payment for this item shall be on a per TREE basis in size categories as shown in the Price Schedule. Payment for the hauling, reduction, and recycling of the hazardous trees collected and placed on public/private property or ROW will be paid under Item 5.1 REMOVAL, HAULING, AND RECYCLING OF ELIGIBLE VEGETATIVE DEBRIS of the bid specification.

### **5.3 CUTTING AND REMOVAL OF HAZARDOUS HANGING LIMBS**

Contractor must be a NJ Certified Tree Expert and comply with ANSI300 standards for tree practices. The Contractor shall remove/cut hazardous hanging limbs (hangers) at least 2” in diameter at point of break as measured and qualified in accordance with FEMA Disaster Assistance Policy 9523.13. Hazardous limbs shall be removed and placed on private/public property or ROW. All hazardous limbs must be identified by the Borough or Monitor prior to removal to be eligible for payment. Hangers shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Each tree trimming is to encompass all limbs. Hazardous limbs shall be removed and placed on private/public property or ROW. All permits required for tree removal and clearing shall be

waived.

Payment for this item shall be on a per TREE basis. Payment for the hauling, reduction, and disposal of the hazardous limbs collected and placed on public/private property or ROW will be paid under Item 5.1 REMOVAL, HAULING, AND RECYCLING OF ELIGIBLE VEGETATIVE DEBRIS of the bid specification.

#### **5.4 REMOVAL OF HAZARDOUS STUMPS**

Contractor must be a NJ Certified Tree Expert and comply with ANSI300 standards for tree practices. The Contractor shall extract, remove, and fill all hazardous stumps greater than 24” in diameter as measured and qualified in accordance with FEMA Disaster Assistance Policy 9523.11. Hazardous stumps shall be extracted, removed, backfilled and placed on private/public property or ROW. All hazardous stumps must be identified by the Borough or Monitor prior to removal to be eligible for payment. If fill material is required, it shall be determined at the discretion of the Borough/Monitor. All fill material must meet gradation in accordance with NJDOT Standard Specification 2007 Table 901-11.1 for materials consistent with I-9 through I-15, to original grade. Source of fill material must be identified and approved by the Borough prior to delivery.

Grinding stumps in place is not an acceptable option under this pay item.

Payment for this item shall be on a per STUMP basis in size categories as shown in the Price Schedule. Payment for the hauling, reduction, and recycling of hazardous stumps extracted and removed, and placed on public/private property or ROW will be paid under Item 5.1 REMOVAL, HAULING, AND RECYCLING OF ELIGIBLE VEGETATIVE DEBRIS of the bid specification.

#### **5.5 REMOVAL, HAULING, AND RECYCLING OF SOURCE SEPARATED CONCRETE**

As identified by the Borough or Monitor, the Contractor shall accomplish the removal, hauling, and recycling of source separated concrete from private property. Concrete matter shall be recycled at a New Jersey Class “B” recycling facility approved by the Borough.

All work under this pay item shall be executed in accordance with The New Jersey Superstorm Sandy Demolition Guidance Document and the FEMA Lower Impact Debris Removal Stipulations (LIDS).

Contractor shall ensure that certified scales are provided and utilized at all disposal facilities.

Payment for this item shall be based on a per TON quantity. Any disposal costs for the recycling of source separated concrete shall be passed-through to the Borough.

#### **5.6 PLACEMENT OF BORROW/FILL MATERIAL ON PRIVATE PROPERTY**

The Contractor will be responsible for the acquisition, loading, hauling, and placement of fill material on private property as directed by the Monitor or Borough. Fill material is required when voids are created or uncovered during the course of Demolition and Private Property Debris Removal (PPDR) and will be utilized to return ground to original or level grade. This includes, but is not limited to septic tanks, basements, crawl spaces, and ruts generated by heavy equipment. All fill material must meet gradation in accordance with NJDOT Standard Specification 2007 Table 901-11.1 for materials consistent with I-9 through I-15, to original grade. Source of fill material must be identified and approved by the Borough prior to delivery.

Payment for this item shall be based on a per CUBIC YARD (CY) quantity.

#### **5.7 AIR MONITORING OF DEMOLITION ACTIVITIES**

The Contractor shall provide an accredited New Jersey Asbestos Safety Control Monitoring Firm (ASCM) to monitor particulate and fibrous matter produced during the course of demolition and loading of debris generated as required and mandated by the New Jersey Superstorm Sandy

Demolition Guidance Document (Appendix A). Air monitoring includes fibrous asbestos monitoring and particulate (dust) monitoring and must comply with all local, State, and Federal laws and regulations including but not limited to the National Emissions Standards for Hazardous Air Pollutants (NESHAP). Air monitoring must include at a minimum four air monitoring stations at all four corners of the work site and a weather station to monitor climatic and weather conditions during the period of performance (including wind speed). Air monitoring reports must be generated daily and sent to the Borough and the Department of Health at iep.program@doh.state.nj.us. All work conducted under this pay item must be in accordance with New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A).

Payment for this item shall be based on a per DAY rate.

#### **5.8 REGULATED ASBESTOS CONTAINING MATERIAL (RACM) ABATEMENT OF “SAFE TO ENTER” HOUSES**

The Contractor shall provide a New Jersey licensed asbestos abatement contractor to abate RACM prior to the demolition of “Safe to Enter” houses as defined in the New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A). “Safe to Enter” determinations are made by the Borough’s construction official and will be provided in writing prior to abatement. Asbestos abatement includes the removal, handling, packaging, securing, transportation and disposal of any and all RACM from houses as directed by the Borough. The Contractor will be provided with pre-demolition asbestos reports for each “Safe to Enter” house. The Contractor must provide a letter to the Borough certifying that all identified asbestos has been removed from the structure prior to actual demolition. Asbestos removal processes must comply with all local, State, and Federal laws and regulations including, but not limited to the 10-day New Jersey Department of Labor notifications and 3rd party post-abatement air sampling.

All work under this pay item shall be executed in accordance with The New Jersey

Superstorm Sandy Demolition Guidance Document and the FEMA Lower Impact Debris Removal Stipulations (LIDS).

Payment for this item shall be based on a per SQUARE FOOT (FT<sup>2</sup>) quantity and will be pre-determined based on Borough provided asbestos reports. Any costs for the disposal of Asbestos Containing Material shall be passed-through to the Borough.

**5.9 DEMOLITION AND THE REMOVAL, HAULING, AND DISPOSAL OF CONTRACTOR GENERATED Non-RACM CONSTRUCTION AND DEMOLITION (C&D) DEBRIS TO AN APPROVED ID13C LANDFILL**

Contractor shall provide labor, materials, equipment, traffic control, and all other associated costs necessary to demolish and dispose of waste generated as a result of the demolition of private and public structures within the jurisdictional limits of the Borough. Work under this service will include RACM testing if such material is suspected or potentially identified. If RACM is identified, then Contractor will be responsible for decommissioning, structural demolition, debris removal, disposal and site remediation. All debris generated from or during the course of the demolition shall be disposed of at a Borough approved disposal site in accordance with all local, State, and Federal laws.

- A. Removal and transportation of demolished structures on private property will be performed as identified by the Borough.
- B. Entry onto private property will be permitted only when directed by the Borough. The Borough will provide specific Right of Entry (ROE) legal and operational procedures.
- C. The Contractor is required to adhere to all local, State, and Federal regulations such as obtaining required permitting, certifications, and registrations for demolition, handling and transportation of Non-RACM debris.

- D. With the exception of Freon Containing Appliances, all debris generated from the demolition of an Unsafe to Enter structure identified as RACM containing must be disposed of as RACM.
- E. Homeowners are required to schedule shutoffs of all utilities and provide shutoff notices in writing to the Borough as supplied by the utility companies and authorities. Shutoffs are required prior to issuance of any demolition permits by the Borough to the Contractor. Associated permitting fees will not be waived.
- F. The act of decommissioning consists of the removal and disposal of Household Hazardous Waste, used electronics, white goods and scrap metals from non-RACM structures at a properly sanctioned facility in accordance with all applicable local, State, and Federal regulations pursuant to the New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A).
- G. In accordance with “Recycling and Waste Management Requirements for Residential Demolition as a Result of Super Storm Sandy Performed Under Local Government Contract” [Page 55, New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A)], structures will be classified by the Borough as: Structure Safe to Enter, Structure Unsafe to Enter, or Structure Down by Storm
- H. For the purposes of this contract, commercial structures shall be synonymous with “Structure”.
- I. Debris transportation vehicles, including all trucks, tractors, and trailers, must proceed immediately to a Borough approved disposal site after issuance of a ticket by the Monitor.
- J. Site remediation includes the removal of all debris larger than 2 cubic inches as identified by the Monitor, leveling of ground, filling of voids created or uncovered during the act of



demolition, and final site cleanup and restoration to normal conditions as directed by the Borough or the Borough's representative.

All demolition activities must comply wholly with the New Jersey Superstorm Sandy Demolition Guidance (Appendix A), FEMA Lower Impact Debris Removal Stipulations (LIDS), and OSHA regulations.

All costs associated with demolition as defined in this section shall be included in the proposed rate for this pay item.

Contractor shall ensure that certified scales are provided and utilized at all disposal facilities.

Payment for this item shall be based on a per TON quantity. Any disposal costs incurred from the disposal of demolition generated C&D debris shall be passed-through to the Borough.

**5.10 DEMOLITION AND THE REMOVAL, HAULING, AND DISPOSAL OF CONTRACTOR GENERATED REGULATED ASBESTOS CONTAINING MATERIAL (RACM) DEBRIS TO AN APPROVED ID27A LANDFILL**

Contractor shall provide labor, materials, equipment, traffic control, and all other associated costs necessary to demolish and dispose of RACM generated as a result of the demolition of "Unsafe to Enter" private and public structures as defined in the New Jersey Superstorm Sandy Demolition Guidance (Appendix A) within the jurisdictional limits of the Borough. Work, under this service, will include structural demolition, debris removal, RACM disposal and site remediation. The Contractor shall comply with State environmental agency and EPA requirements for RACM, loading, air quality monitoring during demolition, hauling, and disposal requirements at a landfill approved by the Borough. All RACM generated from or during the course of the demolition shall be disposed of at a Borough approved disposal site in compliance with all local, State, and Federal laws. In accordance with the Monmouth County Solid Waste Management

Plan, all RACM must be disposed of at an ID27A permitted landfill. The Contractor must disclose Final Disposal location in the bid submittal.

- A. Removal and transportation of demolished structures on private property will be performed as identified by the Borough.
- B. Entry onto private property will be permitted only when directed by the Borough. The Borough will provide specific Right of Entry (ROE) legal and operational procedures.
- C. The Contractor is required to adhere strictly to all local, State, and Federal regulations such as obtaining required permitting, certifications, and registrations for demolition, handling and transportation of RACM debris.
- D. Homeowners are required to schedule shutoffs of all utilities and provide shutoff notices in writing to the Borough as supplied by the utility companies and authorities. Shutoffs are required prior to issuance of any demolition permits by the Borough to the Contractor. All associated permitting fees shall not be waived.
- E. In accordance with “Recycling and Waste Management Requirements for Residential Demolition as a Result of Super Storm Sandy Performed Under Local Government Contract” [Page 55, New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A)], structures will be classified by the Borough as: Structure Safe to Enter, Structure Unsafe to Enter, or Structure Down by Storm
- F. For the purposes of this contract, commercial structures shall be synonymous with “Structure”.
- G. Debris transportation vehicles, including all trucks, tractors, and trailers, must proceed immediately to a Borough approved disposal site after issuance of a ticket by the Monitor.
- H. Site remediation includes the removal of all debris larger than 2 cubic inches as identified by the Monitor, leveling of ground, filling of voids created or uncovered during the act of

demolition, and final site cleanup and restoration to normal conditions as directed by the Borough or the Borough's representative.

All Demolition activities must comply wholly with the New Jersey Superstorm Sandy Demolition Guidance (Appendix A), FEMA Lower Impact Debris Removal Stipulations (LIDS), and OSHA regulations.

Contractor shall ensure that certified scales are provided and utilized at all disposal facilities.

Payment for this item shall be based on a per TON quantity. Any disposal costs incurred from the disposal of RACM shall be passed-through to the Borough.

#### **5.11 RECYCLING OF METALS AND OTHER CONSUMER GOODS**

The contractor shall be responsible for the segregation, removal, loading, hauling, and recycling of scrap metals, appliances "white goods", machines with small engines, and electronic waste "e-waste" except in cases where prohibited by the New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A).

Appliances and machines that required removal of contaminants shall be decontaminated at a site approved by the Borough prior to hauling and recycling. Hazardous waste generated from decontamination will be paid under Item 5.12 REMOVAL, HAULING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE of the bid specification. No contaminants, including Freon, shall be released during the removal, hauling, or recycling of appliances, electronic waste, or machines with small engines.

Contractor shall ensure that certified scales are provided and utilized at all disposal facilities.

Payment for this item shall be based on a per TON quantity.

## **5.12 REMOVAL, HAULING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE**

The Contractor is responsible for segregating, containing, hauling and disposal of household hazardous waste (HHW) from private property at a Borough approved disposal facility. HHW shall be segregated from other forms of debris in the field and disposed of in concentrated loads. Contamination associated with the hazardous waste must be remediated. HHW shall be contained, transported, and disposed of in a standard 200 liter/55 US gallon/44 Imperial gallon drum. All work shall be executed in accordance with the New Jersey Demolition Guidance Document, FEMA Lower Impact Debris Removal Stipulations (LIDS) and Applicable OSHA Regulations.

Payment for this item shall be on a per DRUM basis.

## **5.13 ABANDONED VEHICLES AND VESSELS**

- A. The Contractor shall Remove, haul, and decontaminate abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be the responsibility of the Borough and executed in accordance with state law. The Contractor shall be fully responsible for removing and reconciling substantially damaged vehicles and vessels as identified by the Borough or Monitor (vehicles and vessels) from private property. The Borough or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Borough. Storage facility to be determined by Borough. It is the Contractor's responsibility to load, transport, unload and store at an approved site. The Borough will reconcile ownership of vehicles and vessels and to recycle or dispose of

unclaimed vehicles and vessels in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the Borough and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether on private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor.

- B. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- C. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- D. At the close of each day, a representative of the Monitor for the Borough will be present to provide a verification of the vehicles and vessels removed during the day. The Borough may provide a representative at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Borough, hull identification number (HIN) or vehicle identification number (VIN), Vessel Registration Number, License Plate Number, License Plate State, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and

resubmit the inventory within one (1) day of notification of errors in the HIN/VIN or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by Borough/insurer, recycled/disposed, or in storage. The Borough will provide the base data file for the Contractor to fill in the required data fields.

- E. Once the vehicles and vessels have been cleared by the Contractor and insurance company in accordance with all applicable regulations, the Contractor will load items from the storage facility, transport, unload and dispose of items to an appropriate recycling or disposal facility as approved by the Borough. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in strict compliance with all applicable Federal, State, and local laws.
- F. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- G. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk. Contract must comply with Borough Noise Ordinance Chapter III.
- H. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor tools, equipment, transportation and pay for all loading and unloading, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- I. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

- J. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
- K. Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- L. If any vehicles or vessels are marked by other insurance companies or designated, “Do not remove” by Borough, Contractor shall not remove such vehicles or vessels, unless directed by the Borough.
- M. The Contractor will provide removal of vehicles and vessels as directed by the Borough representative, to address complaints and requests as they are identified.
- N. Towing from the storage facility to the Borough or insurance company location will be the responsibility of the Borough or insurance company, and is not included in this scope and contract. The Contractor shall not charge the Borough or insurance company storage fees or other fees for picking vehicles or vessels.
- O. In addition to locating and removing vehicles and vessels, the Borough will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Borough within twenty-four (24) hours of tow. The notification will be via email to the designated Borough contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate Borough and insurance company. The Contractor will be fully responsible for Ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of

the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.

- P. The bidder represents that he is familiar with local conditions. Estimated quantities are not guaranties, but estimates only provided to assist bidders.
- Q. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle.
- R. Contractor shall be responsible for maintaining pre-recovery and reclamation photographs of each vessel or vehicle to verify pre-recovery conditions for insurance and damages purposes.
- S. If a vessel no longer meets the definition of a vessel, i.e., it is broken into pieces, then it may go directly to disposal with the formal owner notification process. "Vessel" means a boat, ship or any other watercraft used for recreational, commercial or industrial purposes, used or capable of being used as a means of transportation on the water.

All work shall be executed in accordance with FEMA Lower Impact Debris Removal Stipulations and Applicable OSHA Regulations.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule

#### **5.13.1 REMOVAL AND DISPOSITION OF ABANDONED CARS, TRUCKS AND VANS**

Identify, lift, transport, unload, decontaminate, store and reconcile ownership or recycling of CARS, TRUCKS and VANS from public / private property.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule

#### **5.13.2 REMOVAL AND DISPOSITION OF ABANDONED CAMPERS, RV'S AND**



### **SHIPPING CONTAINERS**

Identify, lift, transport, unload, store and reconcile Ownership or dispose of CAMPERS, RV's and SHIPPING CONTAINERS from public / private property.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule

### **5.13.3 REMOVAL AND DISPOSITION OF ABANDONED UTILITY AND BOAT TRAILERS**

Identify, lift, transport and recycle UTILITY TRAILERS and BOAT TRAILERS from public / private property.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule

### **5.13.4 REMOVAL AND DISPOSITION OF ABANDONED VESSELS – 10 TO 26 FEET**

Identify, lift, transport, offload, block and store, then reconcile Ownership or dispose of eligible VESSELS (over 10 feet and up to 26 feet in length) from public / private property.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule

### **5.13.5 REMOVAL AND DISPOSITION OF ABANDONED VESSELS – 27 TO 40 FEET**

Identify, lift, transport, offload, block and store, then reconcile Ownership or dispose of eligible VESSELS (over 26 feet and up to 40 feet in length) from public / private property.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule

### **5.13.6 REMOVAL AND DISPOSITION OF ABANDONED VESSELS – 41 TO 60 FEET**

Identify, lift, transport, offload, block and store, then reconcile Ownership or dispose of eligible VESSELS (over 40 feet and up to 60 feet in length) from public / private property.

Payment under this item shall be on a per EACH basis as shown in the Price Schedule.

### **5.14 NON-ASBESTOS CONTAINING MATERIALS (ACM) CONSTRUCTION AND DEMOLITION (C&D) DEBRIS REMOVAL FROM PRIVATE PROPERTY**

The Contractor shall be responsible for the segregation, removal, loading, and hauling of

C&D as directed by the Borough or Monitor from private property otherwise known as Private Property Debris Removal (PPDR). This line item is non-inclusive of C&D generated from demolition of structures as defined in the New Jersey Superstorm Sandy Demolition Guidance Document (Appendix A), and will only be applied when removing loose or scattered debris from private property.

All work performed under this pay item must comply wholly with the FEMA Lower Impact Debris Removal Stipulations (LIDS).

Payment for this item shall be based on a per TON quantity. Any costs from the disposal of PPDR C&D debris shall be passed-through to the Borough.

## **6. GENERAL CONDITIONS**

### **6.1 SERVICES**

Contractor must review the Scope of Services attached and provide support for the fact that it has sufficient experience and expertise as is necessary to insure that all charges incurred by the Borough with respect to Contractor's Services hereunder are eligible for reimbursement by FEMA and/or the state emergency management agency. Contractor agrees that it will not charge the Borough for any work or services that are not Eligible Services without prior approval by the Borough, reflected upon in its minutes.

### **6.2 PAYMENT TO CONTRACTOR**

Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified as per the bid award. To receive payment under this Contract, Contractor shall submit an invoice to the Borough's Monitor for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by Borough representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor for the Borough at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered,

the driver shall provide the Borough's Monitor with the load ticket.

Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation, insurances, bonds licenses and certifications and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved. These cost are inclusive of delivery to the disposal site. The Borough is responsible for all tipping fees so that the bid is interpreted to be a labor, equipment, and any other fees cost only bid.

Contractor shall provide invoices with costs separated first by work site, then by bid item to the Borough. All costs, tipping fees, or revenue generated from disposal or recycling shall be submitted on separate invoices.

Contractor acknowledges that the Borough will apply for FEMA and/or the state emergency management agency assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the Borough.

Pursuant to P.L. 40A:11-16.3 all payments made to the Contractor shall be subject to a 2% retainage fee which shall be withheld pending completion of the contract and to insure against timely completion of the project and/or undiscovered damage to the public and/or private property.

### **6.3 PROMPT PAYMENT**

Upon receipt of Contractor's invoice, the Borough has 20 days to approve and certify or decide to withhold full or partial payment. If at the 20th day, the Borough approves and certify that the contractor has performed in accordance of the contract and that the work has been approved, payment will be processed on the next scheduled public Governing Body meeting. Payment will

be processed within 30 days of receipt of invoice. If the Borough does not approve any portion of the invoice, notification will be provided to the contractor as to why the bill or any portion of it will not be approved and what is required to resolve it. All invoices received from the Contractor pursuant to this contract will be reviewed and approved by Borough's designated representative. Payroll certifications must be submitted prior to any payments released to contractor.

If at any point during the contract, the Borough/Monitoring representative feels the contractor is not in compliance with the regulations of the bid specifications, the Borough/Monitoring Representative is authorized to Stop Work on project. If the project is stopped at any point, the contractor will be assessed liquidated damages at a cost of \$2,500.00 per day.

Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the Borough and be paid only for eligible debris that originates within the Borough's jurisdiction.

The Borough does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.

Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

Contractor shall clearly include the words "final invoice" on Contractor's final billing to the Borough. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Borough and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final

invoice shall be deemed waived by Contractor.

#### **6.4 INSPECTION BY CONTRACTOR**

Contractor understands that any information provided by the Borough is meant only to assist the Contractor and the Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Borough. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited electric and sanitary facilities, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally bid.

#### **6.5 HOURS OF WORK**

Contractor recognizes that, at the time this Request for Bids was prepared, the time period for reimbursement by FEMA for debris removal is limited. Pursuant to the Borough Noise Ordinance Chapter III, 3-2 the Contractor shall operate during daylight hours only in coordination with landfills, unless otherwise directed by the Borough's Monitor. Demolition, generation, removal, and loading of any debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention, and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project during the awarded performance period. Contractor shall notify Monitor in writing by close of business each day as to the anticipated work schedule for the following day. Unless directed otherwise by the Monitor, no work shall be conducted on Sundays.

#### **6.6 TIME OF THE ESSENCE**

Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract. The contractor is required to complete this project within one hundred twenty (120) calendar days upon issuance of the Notice to

Proceed. Additional performance periods may be granted in 30 calendar day increments. These extensions will be granted at the Borough's discretion and shall not extend beyond March 1, 2014.

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.

Contractor agrees to work diligently to complete this Contract. Pursuant to P.L. 40A:11-17 agrees to complete the project for the length of the time authorized and necessary for the completion of the project. The contractor is required to complete this project within one hundred twenty (120) calendar days upon issuance of the Notice to Proceed.

## **6.7 DAMAGES**

If contract is not completed within the one hundred twenty (120) calendar days upon issuance of Notice to Proceed, contractor will be assessed liquidated damages assessed at \$2,500.00 per day thereafter. If applicable, both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

## **7. SPECIAL CONDITIONS**

### **7.1 DEBRIS DISPOSAL**

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Borough and their consent on the proposed disposal site. Out of State Disposal Facilities must be approved by

Borough. Information regarding the location of final disposal shall be indicated on the Proposal Sheet. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all approval requirements. Location and operation of all temporary disposal and reduction areas must be approved by the Borough. Contractor must comply with OSHA regulations and the NJ Superstorm Sandy Demolition Guidance Document (Appendix A).

- B. Contractor acknowledges, represents and warrants to the Borough that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities. The Contractor must comply with OSHA regulations and the NJ Superstorm Sandy Demolition Guidance Document (Appendix A).
- C. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work will not be eligible for payment by Borough. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- D. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- E. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of Debris.

## **7.2 CONTRACTOR'S EQUIPMENT**

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Borough. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to collect any chemical fluids spilled from loading or hauling vehicles.
- B. Each truck and trailer passing through a disposal checkpoint shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Each debris carrying container must be labeled with a placard that at a minimum identifies the Contractor and Sub-contractor if necessary, the carrying capacity of the container, the Borough, the truck certification number as provided by the Monitor and the date certified by the Monitor to operate under the scope of this contract. It is the Contractor's responsibility to provide placards for use by the monitoring firm.
- C. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.
- D. All containers and vehicles used in the transportation and storage of solid waste must be registered with the NJDEP and be properly decaled.

## **7.3 PROPERTY DAMAGE**

The contractor shall be responsible for all damages to public and private property. If the damage or incident occurrence requires emergency personnel assistance, call 911. All damages



must be reported upon occurrence to the monitor. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. The monitor will also maintain a database with the disposition and status of reported damages. If public or private property damaged by the contractor is not repaired or resolved on a timely basis to the satisfaction of the borough, the borough has the option of having the damage repaired at the contractor's expense to be reimbursed to the borough or withheld from the contractor's payments.

#### **7.4 GENERAL**

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functional system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred there from, the cost of such workmanship or materials shall be included in the unit price for the major items of work. For illustrative purposes, to include, but not limited to, paper, ink, dumpster, rakes, silt fence, construction fence, axes, shovels, etc.
  
- B. General requirements of this project include mobilization, setting up the CONTRACTOR'S general plant, offices, shops, storage areas, sanitary and other facilities as required; providing access to the project sites; obtaining necessary permits and licenses, and payment of fees; protecting existing utilities; lighting work areas; providing working drawings; traffic control; utility conditions; test pits; soil erosion and sediment control; preconstruction photographs and videos; providing required insurance and bonds; construction safety; installing safety fence; meeting construction deadlines; and restoration of all areas disturbed during the course of construction activity.

- C. Where construction is being performed in traveled roadways, the CONTRACTOR is to provide necessary traffic control and devices in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.
- D. Prior to the start of work, it is the responsibility of the CONTRACTOR to notify the Owners of the overhead and underground utilities that may be encountered during all construction operations.

Owners of existing utilities:

Telephone -

Electric - Jersey Central Power & Light  
One River Centre  
331 Newman Springs Road - Building 3  
Red Bank, NJ 07701  
Attn: William Uellner

Water - New Jersey American Water  
1025 Laurel Oak Road  
Voorhees, NJ 08043

Sanitary Sewer - Borough of Highlands

Gas - New Jersey Natural Gas Company  
1415 Wyckoff Road  
Wall, NJ 07719

- E. All work of refilling sunken ditches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Borough during the construction of the above work as well as during the maintenance period.
- F. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or lakes along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water or any ponds of other bodies of water.
- G. The CONTRACTOR is hereby advised that Public Law 1975, Chapter 251, as amended by P.L. 1979, Chapter 459 is applicable to this project.
- H. It is the intent of Article SS 10.2 Soil Erosion and Sediment Control to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the CONTRACTOR will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.
- I. The CONTRACTOR shall apply for all permits that may be required for any of the work involved with this project.
- J. The CONTRACTOR shall take care and caution to preserve and protect all existing pavements, curbs, grass areas, sidewalk, private and public property along and adjacent to the lines of work. Any destruction to any of the above, beyond the limits of work, or caused by careless construction procedures shall be replaced by the CONTRACTOR at no additional cost to the Borough.

- K. The Borough reserves the right to minimize the amount of the individual items bid, and will pay items on a unit basis, even if it is less than the amount estimated in the specifications and contract.
- L. All claims submitted by residents or others against the work of this contract shall be resolved or submitted to the CONTRACTOR'S insurance company within thirty (30) days of the date of filing of the claim.
- M. Service to existing water mains shall be maintained at all times with no interruptions.
- N. Dewatering, if required, shall be the responsibility of the CONTRACTOR and shall be included in the unit prices as bid in the proposal for the various items of construction. The CONTRACTOR shall perform all dewatering in strict accordance with all applicable Federal, State and Local Laws. The CONTRACTOR shall assume all liability and any damages caused by dewatering operations. Discharge from dewatering shall not be discharged into a sanitary sewer. The CONTRACTOR shall submit for approval by the BOROUGH a detailed written plan of any proposed dewatering operation specifying method, equipment, length of dewatering time and point of discharge.
- O. Contract completion time for this project associated with the Bid is ninety (90) days.

## **7.6 PUBLIC UTILITIES**

- A. Prior to any excavation, the CONTRACTOR shall have all utilities marked and shall excavate, test pit, or otherwise determine the exact location and elevations of said utilities.

- B. If gas service is encountered and is in conflict with the proposed work, CONTRACTOR shall call New Jersey Natural Gas Company immediately. Any work, if required, shall be performed by the Gas Company.
- C. The CONTRACTOR shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposed to perform any work that will endanger or affect their facilities.
- D. The CONTRACTOR shall permit the Owners of utilities, or their agents access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing the work.
- E. Separate payments will not be made for the coordination and cooperation of the CONTRACTOR with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

#### **7.7 MAINTENANCE AND PROTECTION OF TRAFFIC**

- A. Before beginning the work on any stage of the project, the CONTRACTOR shall furnish and install all traffic maintenance devices, including warning signs, barricades, traffic guides, lights, flares, cones and other devices necessary in accordance with the *Manual on Uniform Traffic Control Devices for Streets and Highways*, and *Standard Highway Signs*.
- B. The CONTRACTOR shall erect or place and maintain in good condition, barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Borough's approval at working sites, closed roads, intersections,

open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, and at point where traffic is deflected from it's vehicular or pedestrian traffic.

- C. Materials shall include, but not be limited to, all items necessary to prevent public entry to the site of work. These items shall include snow fence, lights, barricades, or any other means necessary to achieve this protection.
- D. All necessary regulatory and warning signs, devices, barricades, wood traffic guides, lights, flares, and other devices necessary shall be in accordance with the *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- E. CONTRACTOR shall provide barricades to protect the public from injury from the CONTRACTOR'S work. Barricades shall be placed so as to prevent unauthorized persons from entering the work area. Barricades shall consist of snow fence, lights or other means necessary to prevent entry to the work area.
- F. The CONTRACTOR shall install safety fence around the areas of lighting during construction.
- G. The CONTRACTOR shall provide sufficient watchmen and traffic directors and shall take all other precautions including any that may be ordered by the BOROUGH, which are necessary for the safety of the public and protection of the work.
- H. The CONTRACTOR shall obtain the approval of the Borough and consent of all appropriate authorities having jurisdiction, for any detours, which may be required. The CONTRACTOR shall make all necessary arrangements with such authorities regarding the

establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.

- I. If battery-operated flashing warning lights are used, they shall conform to the specifications therefore on file at the office of the Department's Bureau of Safety, 1035 Parkway Avenue, Trenton, New Jersey. These specifications require, in part, that the flashing lights be weatherproof and reasonable tamper-proof and theft proof, be equipped with seven inch (7") minimum diameter amber plastic lens; shall operate with a flash rate of between 55 and 75 flashes per minute with a flash duration of not less than 18% of each flash cycle; and shall be inspected and cleaned daily so as to maintain the lights in the proper working condition.
  
- J. Road construction signs shall be placed at each end of the project along with every connecting intersection. At the end of each project, detour signs shall be placed.

SCHEDULE OF TRAFFIC CONTROL DEVICES FOR EACH SEPARATE PROJECT  
LOCATION

<u>Type of Device*</u>	<u>Min./Max.</u>
Traffic Cones	20/80
Sign (Construction Ahead)	2/6
Sign G20-2	2/4
Traffic Director	1/4
Drums	20/50
Breakaway Barricades	1/4

\*Devices in accordance with Part IV *Manual on Uniform Traffic Control Devices for Streets and Highways*.

- K. During the work on this project, the CONTRACTOR shall provide and/or be prepared to provide traffic protection devices in accordance with the Schedule of Traffic Control Devices. The minimum numbers set forth in the Schedule shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified shall be sufficient cause for the BOROUGH to order the cessation of the work. When lack of any required safety devices presents an immediate hazard, the BOROUGH may order that such devices be provided by the OWNER or by other Contractors, deducting the cost thereof from any monies due or becoming due the CONTRACTOR.
- L. Additional devices up to the maximum number set forth in the Schedule shall be provided by the Contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.
- M. Traffic directors (flagmen) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever CONTRACTOR'S operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the CONTRACTOR'S equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a CONTRACTOR'S operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the BOROUGH, the CONTRACTOR'S operations cause such hazards as to require the use of Traffic Directors.
- N. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities and while serving as Traffic Directors, shall not be required to perform any other duties.



Traffic Directors shall be provided with an orange or red flag, an orange and white traffic safety vest or orange hardhat or other appropriate headgear. The CONTRACTOR may, at his option, secure the services of uniformed policemen having jurisdiction in the locality within which the project is located. Provision of such uniformed policemen will be deemed sufficient in meeting the requirements of the specification.

- O. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.
- P. The CONTRACTOR shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.
- Q. The cost of all work as specified herein before and all other work required to protect public safety and maintaining traffic flow shall be included in the prices bid for the various items in the Bid Form.

## **7.8 DUST CONTROL**

The Contractor will be required to maintain all excavation, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment of the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a

dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Borough, the work may be done by the owner and charged to the contractor. Costs for dust control shall be included in the prices bid for the various items in the bid form.

## **7.9 PAYMENT**

No separate payment shall be made for the various items in this section but shall be included in the prices for various items scheduled in the bid form, which prices shall include bonds, insurance, employment of necessary personnel as required to complete the work, mobilization and demobilization, providing access to the work site, permits and fees, lighting work areas, utility coordination, general clean up, furnishing and installing all traffic control devices, installing and removing safety fence, survey and layout, utility locations, stockpiling/staging areas, site clearing, and all other work and materials described hereinabove.

## **8. GENERAL INSURANCE REQUIREMENTS**

- A. The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Borough nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Borough original certificates of insurance signed by authorized representatives of the insurers or, at request of the Borough, certified copies of the required insurance policies.
- B. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance. Except as modified by the Borough in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.

- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Borough.

The phrases “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- D. No acceptance and/or approval of any insurance by the Borough shall be construed as relieving or excusing the Contractor or the Contractor’s Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
- E. Any deductibles or retention of \$5,000 or greater shall be disclosed by the Contractor and are subject to Borough written approval. Any deductible or retention amounts elected by the Contractor imposed by the Contractor’s insurer(s) shall be the sole responsibility of the Contractor.
- F. All required insurance coverage must be underwritten by insurers licensed to do business in the State of New Jersey and be acceptable to the Borough. The insurers must also have a policyholders’ rating of “A-“ or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company.
- G. If the Borough is damaged by the failure or neglect of the Vendor, Provider to purchase and maintain insurance as described and required herein, without so notifying the Borough, then the Contractor shall bear all reasonable costs properly attributable thereto.

**9. INSURANCE COVERAGE REQUIREMENTS**

The Contractor shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Contractor’s products/completed operations under the Contract and for which the Contractor may be legally liable, whether such products/completed operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

- 1. Commercial General Liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$2,000,000	products/completed operation aggregate.

2. Business Auto Liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto; and
- Auto non-ownership and hired car coverage.
- Uninsured/Underinsured motorist coverage at a limit no less than the minimum statutory limits.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including “other states” coverage; and employers liability insurance or its equivalent with minimum limits of:

\$1,000,000	each accident for bodily injury by accident;
\$1,000,000	each employee for bodily injury by disease; and
\$1,000,000	policy limit for bodily injury by disease.

4. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000	per occurrence;
\$4,000,000	aggregate for other than products/completed operations and auto liability;
\$2,000,000	products/completed operations aggregate.

and including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability
- ii. Business auto liability; and
- iii. Employers liability

5. Borough and Borough’s appointed officials, officers, consultants, agents and employees shall be named additional insured on the Contractor’s Commercial General Liability insurance and Umbrella excess or excess liability insurance policies with respect to liability arising out of the Contractor’s work under this Contract. Such coverage shall extend to cover the additional insured for liability arising out of the following:

- i. On-going operations; and
- ii. Completed operations.

**10. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Borough of Highlands, the State of New Jersey and the federal government from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Highlands, the State of New Jersey or the federal government on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

**11. INTERPRETATION OF ESTIMATED QUANTITIES**

These quantities do not reflect the actual quantities of debris that will be moved as part of this Contract. The Contractor acknowledges that no representation or guaranty is made by the Borough or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Borough in its evaluation of the bids for potential award of a Contract.

**12. ADDITIONAL SERVICES PROVIDED AT NO COST**

The following services will be provided at no additional cost to the Borough.

- A. **Training and Assistance.** Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. **Preliminary Damage Assessment.** Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. **Mobilization and Demobilization.** All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

- D. **Mobile Command Unit.** The Contractor shall provide use of the mobile command unit for Borough's debris recovery management personnel to serve as a field, operations command center.
- E. **Temporary Storage of Documents.** The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. **Debris Planning Efforts.** The Contractor shall assist in disaster debris recovery planning efforts as requested by the Borough. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. **Reporting and Documentation.** The Contractor shall provide and submit to the Monitor and the Borough, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

**13. NO AMOUNT OF WORK IS GUARANTEED UNDER THIS CONTRACT**

It is the intention to award this contract to one bidder who has submitted the lowest responsive responsible bid in compliance with the bid specifications. The amount due to Contractor will be based on the actual cubic yards of debris and established units other material is

removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed.

All payments made to the Contractor shall be subject to a 2% retainage fee that shall be withheld pending completion of the contract and to insure against timely completion of the project and/or undiscovered damage to the public or private property. Contractor shall provide Release of Lien for any and all Subcontractors and provide a certified payroll of all employees performing work on this Contract.

Contractor understands that the Borough reserves the right to reject any or all bids.

Upon receipt of written notice of the acceptance of bid, Contractor shall execute the final contract within forty-eight (48) hours of notice of award.

**14. BIDDING DOCUMENTS CHECKLIST**

- \_\_\_\_A. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- \_\_\_\_B. Equipment List
- \_\_\_\_C. Equipment Guarantee Form
- \_\_\_\_D. Statement of bidder's qualifications, experience and financial ability.
- \_\_\_\_E. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Highlands.
- \_\_\_\_F. Stockholder statement of ownership.
- \_\_\_\_G. Non-collusion affidavit.
- \_\_\_\_H. Consent of surety.
- \_\_\_\_I. Disclosure of Activities in Iran
- \_\_\_\_J. Bid Proposal
- \_\_\_\_H. Pricing Schedule.

**Name of Firm or Individual**

**Title:**

\_\_\_\_\_  
**Signature**

**Date**



**14.1 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901  
APPROVAL LETTER**

Name

Complete Address

Telephone Number

Certificate Number

Date

ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER

**14.2 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY**

**AFFIDAVIT**

STATE OF NEW JERSEY                    }  
COUNTY OF                                }       SS: [PROJECT NAME]

I, \_\_\_\_\_ [NAME OF AFFIANT], am the \_\_\_\_\_ [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the [NAME OF BIDDER], and being duly sworn, I depose and say:

**12.1.A**       All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

**12.1.B** All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Highlands to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

**12.1.C**       I understand and agree that the Borough of Highlands will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

**12.1.D**       I also understand and agree that the Borough of Highlands may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

**12.1.E** I do hereby authorize the Borough of Highlands, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Highlands with any information necessary to verify the answers given.

**Name of Firm or Individual**

**Title:**

\_\_\_\_\_  
**Signature**

Subscribed and sworn to before me this

\_\_\_\_\_ day of 2013.

Notary Public of

My Commission expires \_\_\_\_\_ ,  
20\_\_\_\_.

2.

**14.3 BID GUARANTY**

**[APPROPRIATE FORM SUPPLIED BY BIDDER]**

**14.4 STATEMENT OF OWNERSHIP**

**[APPROPRIATE FORM SUPPLIED BY BIDDER]**

**14.5 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } s.s.: [PROJECT NAME]

I, [NAME OF AFFIANT], of the City of \_\_\_\_\_ in the State (Commonwealth) of \_\_\_\_\_, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Highlands rely upon the truth of the statements contained in this affidavit and in said bid Proposal 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 the [NAME OF BIDDER].

\_\_\_\_\_  
2. **Name of Firm or Individual**

**Title:**

\_\_\_\_\_  
**Signature**

2. **Date**

Subscribed and sworn to before me this

\_\_\_\_\_ day of 2013.

Notary Public of

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**14.6   CONSENT OF SURETY**

**[APPROPRIATE FORM SUPPLIED BY BIDDER]**

**14.7 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**BOROUGH OF HIGHLANDS**

Bidder/Proposer: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough of Highlands finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a bid/proposal:

**12.6.A** is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**  
**12.6.B** is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Borough of Highlands under penalty of perjury. Failure to provide such will result in the bid/proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
_____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Borough of Highlands are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State and the Borough of Highlands to notify the State and the Borough of Highlands in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Borough of Highlands and that the State and the Borough of Highlands may at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**14.8 BID PROPOSAL**

Bid Proposal for Private Property Debris Removal and Demolition.

TO THE BOROUGH OF HIGHLANDS:

I or We

o f

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the Contract and Specifications, this Bid Proposal and for the Prices listed on the Proposal Sheets.

2.

**Signature**

**Affix seal if  
a corporation.**

**Title**

**Signature**



**15.0 CONTRACT DOCUMENTS**

**15.1 CONTRACT**

**[TO BE PROVIDED TO SUCCESSFUL BIDDER BY THE BOROUGH OF HIGHLANDS]**



**15.3 EQUIPMENT CERTIFICATION FORM** (Pursuant to N.J.S.A. 40A:11-20)

THE UNDERSIGNED BIDDER HEREBY CERTIFIES AS FOLLOWS:

A. The Bidder owns, leases and/or controls all the necessary equipment required to accomplish the work required by the plans, specifications and advertisements.

Name of Bidder:

By:

(Signature)

Print Name Signed Above:

B. If the Bidder does not own, currently lease and/or control all the necessary equipment required to accomplish the work described by the plans, specifications and advertisements, state the source(s)\* from which the equipment shall be obtained:

Source of Equipment:

(Company or individual name)

Address:

Telephone Number:

Cell:

C. The owner or person in control of said equipment as stated above (Part B), is definitely granting to the Bidder the control of the equipment required during such time as may be necessary for the completion of that portion(s) of the contract for which it is necessary, must sign below acknowledging same.

Source of Equipment:

(Company or individual name)

By:

(signature)

Print Name Signed Above:

Title:

Date:

Attach additional sheets, as necessary.

**15.4    PERFORMANCE BOND**

**[TO BE SUPPLIED IN APPROPRIATE FORM BY BIDDER]**

**15.5 CERTIFICATE OF INSURANCE**

**TO BE SUPPLIED IN APPROPRIATE FORM BY BIDDER**



## ATTACHMENT #1

### Procurement and Service Contract - Mandatory Language

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 Borough 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 Boroughs 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 Boroughs for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified Boroughs 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 or 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 Boroughs for employment.

The contractor or subcontractor, where applicable, agrees to comply with the 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 review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or 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).



**ATTACHMENT #2**  
**NJ Superstorm Sandy Demolition Guidance Document**

**ATTACHMENT #3**  
**FEMA Lower Impact Debris Removal Stipulations (LIDS)**

**ATTACHMENT #4  
PRICING SCHEDULE**

**REQUEST FOR BID  
“DEMOLITION, REMOVAL, RECYCLING AND/OR DISPOSAL OF FEMA ELIGIBLE DEBRIS, ON  
PUBLIC & PRIVATE PROPERTY IN THE BOROUGH OF HIGHLANDS, NEW JERSEY”  
RESULTING FROM THE “SANDY” DISASTER**

**Note: Items Correspond to Numbered Sections in Bid Specification Document**

Item No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Based on Max. Qty)
5.1	<b>REMOVAL, HAULING, AND RECYCLING OF ELIGIBLE VEGETATIVE DEBRIS</b> to an Applicant authorized recycling facility, including limb, trees and stumps placed on ROW under other pay items.	0 – 1,000 Cu.Yd.	_____ _____ _____	\$____.____	\$_____.____
5.2A	<b>CUTTING OF HAZARDOUS LEANING TREES OVER 6 AND UP TO 12 INCHES</b> and placement on public / private property or ROW	0 – 10 Trees	_____ _____ _____	\$____.____	\$_____.____
5.2B	<b>CUTTING OF HAZARDOUS LEANING TREES OVER 12 AND UP TO 24 INCHES</b> and placement on public / private property or ROW	0 – 10 Trees	_____ _____ _____	\$____.____	\$_____.____
5.2C	<b>CUTTING OF HAZARDOUS LEANING TREES OVER 24 AND UP TO 36 INCHES</b> and placement on public / private property or ROW	0 – 10 Trees	_____ _____ _____	\$____.____	\$_____.____

Item No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Based on Max. Qty)
5.2D	<b>CUTTING OF HAZARDOUS LEANING TREES OVER 36 INCHES</b> and placement on public / private property or ROW	0 – 10 Trees	_____ _____ _____	\$____.____	\$_____.____
5.3	<b>CUTTING OF HAZARDOUS HANGING LIMBS</b> and placement on public / private property or ROW	0 – 25 Trees	_____ _____ _____	\$____.____	\$_____.____
5.4A	<b>REMOVAL OF HAZARDOUS STUMPS 24.1 – 36 INCHES IN DIAMETER AND BACKFILL.</b>	0 – 5 Stumps	_____	\$____.____	\$_____.____
5.4B	<b>REMOVAL OF HAZARDOUS STUMPS 36.1 – 48 INCHES IN DIAMETER AND BACKFILL.</b>	0 – 5 Stumps	_____	\$____.____	\$_____.____
5.4C	<b>REMOVAL OF HAZARDOUS STUMPS 48.1 INCHES AND GREATER IN DIAMETER AND BACKFILL.</b>	0 – 5 Stumps	_____	\$____.____	\$_____.____
5.5	<b>REMOVAL, HAULING, AND RECYCLING OF SOURCE SEPARATED CONCRETE / ASPHALT MATERIAL AT AN APPROVED NEW JERSEY CLASS 'B' RECYCLING FACILITY</b>	0 – 2,000 Tons	_____ _____ _____	\$____.____	\$_____.____
5.6	<b>BORROW MATERIAL/BACKFILL TO GRADE</b>	0 – 2,500 Cu. Yd.	_____ _____ _____	\$____.____	\$_____.____
5.7	<b>AIR MONITORING (Est. based upon 50 structures @ 10 hours/structure)</b>	0 – 500 hours	_____ _____	\$____.____	\$_____.____

Item No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Based on Max. Qty)
5.8	<b>RACM ABATEMENT OF "SAFE TO ENTER" HOUSES</b>	0 – 45,000 Square Feet		\$____.____	\$_____._____
5.9	<b>REMOVAL, HAULING AND DISPOSAL OF CONTRACTOR GENERATED NON-RACM ELIGIBLE CONSTRUCTION &amp; DEMOLITION (C&amp;D) DEBRIS (INCLUDING STRUCTURE DEMOLITION) TO AN APPROVED LANDFILL IN COMPLIANCE WITH THE MONMOUTH COUNTY SOLID WASTE MANAGEMENT PLAN</b>	0 – 5,000 Tons	_____ _____ _____	\$____.____	\$_____._____
5.10	<b>DEMOLITION AND THE REMOVAL, HAULING AND DISPOSAL OF CONTRACTOR GENERATED RACM</b>	0 – 1000 Tons	_____ _____ _____	\$____.____	\$_____._____
5.11	<b>RECYCLING OF METALS AND OTHER CONSUMER GOODS</b>	0 – 200 Tons	_____ _____ _____	\$____.____	\$_____._____
5.12	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE (HHW)</b>	0 – 25 Drums	_____ _____ _____	\$____.____	\$_____._____

Item No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Based on Max. Qty)
5.13	INTENTIONALLY LEFT BLANK				
5.14	REMOVAL AND DISPOSITION OF ABANDONED CARS, TRUCKS AND VANS	0 - 15 Each	_____ _____ _____	\$____.____	\$_____._____
5.16	REMOVAL AND DISPOSITION OF ABANDONED UTILITY AND BOAT TRAILERS	0 - 15 Each	_____ _____ _____	\$____.____	\$_____._____
5.17	REMOVAL AND DISPOSITION OF ABANDONED VESSELS – 10 TO 26 FEET (over 10' and up to 26' in length)	0 - 5 Each	_____ _____ _____	\$____.____	\$_____._____
5.18	REMOVAL AND DISPOSITION OF ABANDONED VESSELS – 27 TO 40 FEET (over 26' and up to 40' in length)	0 - 5 Each	_____ _____ _____	\$____.____	\$_____._____
5.19	REMOVAL AND DISPOSITION OF ABANDONED VESSELS – 41 TO 60 FEET (over 40' and up to 60" in length)	0 - 5 Each	_____ _____ _____	\$____.____	\$_____._____

Item No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Based on Max. Qty)
5.20	REMOVAL, HAULING AND DISPOSAL OF NON-RACM ELIGIBLE CONSTRUCTION & DEMOLITION (C&D) DEBRIS (INCLUDING STRUCTURE DEMOLITION) TO AN APPROVED LANDFILL IN COMPLIANCE WITH THE MONMOUTH COUNTY SOLID WASTE MANAGEMENT PLAN	0 – 200 Tons	_____ _____ _____	\$____.____	\$_____.____
	GRAND TOTAL FOR ITEMS BIDDER MUST BID ON ALL ITEMS INCLUSIVE				\$_____.____
	BID BOND – 10% OF GRAND TOTAL NOT TO EXCEED \$20,000.00				\$_____.____

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_