

**THE NEW JERSEY TURNPIKE AUTHORITY  
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

New Jersey Turnpike Administrative Offices

1 Turnpike Plaza

P.O. Box 5042

Woodbridge, New Jersey 07095-5042

Tel. - 732-750-5300 Ext. 8640

**REQUEST FOR BID**

TITLE: **TREE TRIMMING AND REMOVAL SERVICES**

BID NO: **RM-143911**

DUE DATE: **10/22/2018**

TIME: **11:30 AM**

**MANDATORY PRE-BID MEETING: OCTOBER 12, 2018 AT 10:00 AM (SEE PG. 21)**

**SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS**

**BIDDER INFORMATION (PLEASE PRINT)**

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO

## SECTION I

### A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the (“Roadways”).

The Authority is governed by an eight-member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$100,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in *N.J.S.A. 27:23-6.1* and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

**B. BIDDER GUIDELINES/CHECKLIST**

**BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:**

1. The Request for Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. **LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED.** A public Bid Opening will take place at the New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095.
2. **The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications on the exception form attached.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. The Bidder must attend the **MANDATORY PRE-BID MEETING** at the following date(s) and time(s) if applicable: **OCTOBER 12, 2018 AT 10:00 AM.** See page 21 of the RFB for information.

**6. IF CHECKED, THIS RFB REQUIRES THE FOLLOWING MANDATORY DOCUMENT(S). FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE BID.**

- (a) Bid Bond, Letter of Surety or a Cashier’s Check for 10% of the amount Bid
- (b) Ownership Disclosure Statement
- (c) Disclosure of Investment Activities in Iran
- (d) Vendor Disclosure Form

**7. TO FACILITATE THE CONTRACT AWARD PROCESS, THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH THE BID. IN THE EVENT THE DOCUMENTS ARE NOT SUBMITTED WITH THE BID, THEY SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.**

- (a) Certification of Registration with the Secretary of State (only if non-NJ corporation)
- (b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
- (c) SBE/WBE/MBE Certificates and Form

**8. Bidder must sign the Bid**

**9. SEE THE AUTHORITY’S INSTRUCTION TO BIDDERS (ATTACHED) FOR A COMPLETE LIST OF THE AUTHORITY’S STANDARD CONTRACT TERMS AND CONDITIONS, AS WELL AS OTHER FORMS THAT ARE REQUIRED PRIOR TO THE AWARD OF CONTRACT(S).**

**THE RECOMMENDED LOW BIDDER(S) MUST SUBMIT THE FOLLOWING CHECKED DOCUMENTS PRIOR TO CONTRACT AWARD.**

- (a) Mandatory Equal Employment Opportunity Language
- (b) Affirmative Action Information Sheet with Certificate or Form AA302
- (c) State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117
- (d) Notice to All Bidders of Set-Off for State Tax
- (e) Insurance Certificate
- (f) State of New Jersey Division of Business Registration Certificate
- (g) Instruction and agreement for Direct Payment (ACH)
- (h) Certified Tree Expert (CTE) License (See page

## SECTION II

### A. INTENTION

1. **Sealed Bids (Paper Submission Only)** for **RM-143911** must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a Purchase Order/ “NOA” for the procurement of **TREE TRIMMING AND REMOVAL SERVICES**.
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact CHRISTINE NOBLE with any questions regarding this procurement contract at noble@njta.com.

### B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications in the form of an addendum shall be issued at least three (3) days prior to the bid opening by the Director of PMM to Bidders who have obtained the Bid Documents in accordance with *N.J.A.C. 19:9-2.2(a)(3)*. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Please contact Christine Noble with any questions regarding this procurement contract at noble@njta.com.
3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority’s interpretation of such ambiguity or inconsistency.

4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.
5. The Bidder shall not attach conditions, limitations or provisos to its Bid.
6. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the RFB on items other than what is specified, and wishes the items proposed to be considered as an "Approved Equivalent", the Bidder shall enter a price on the Bid sheet then submit on the Exception Form in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

### **C. BASIS OF AWARD**

1. **The bid is divided into five Regions (Parkway – South Region MP 0.0 – 160.0, Parkway – Central Region MP 106.0 – 145.0, Parkway – North Region MP 1145.0 – 172.3, Turnpike – Southern Region MP 0.0 – 75.5 and Turnpike – Northern Region MP 75.5 – 122 and HCTE MP 0.0-6.0) ("Region"). Bidders must supply a price for every item per Region chosen, bids not having a price in all items per Region chosen may be rejected. The bid will be awarded to the Bidder(s) who supplies the lowest cost for all items listed per Region. A Bidder may receive an award for one or more Regions.**
2. Bidders must quote only one price per line item. **If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price(s).
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsible and responsive bidder for the total line items Bid.

### **D. MISCELLANEOUS**

1. Anticipated Delivery Date: \_\_\_\_\_
2. **ELECTRONIC PAYMENT: The Vendor will be required to accept payment(s) for goods or services via automatic deposit from the Authority. NO OTHER FORM OF PAYMENT WILL BE PROVIDED. See Exhibit M in the Instructions to Bidders on the Authority's website for the required electronic payment forms: <http://www.njta.com/doing-business/goods-and-services>**
3. Contract Bond: The successful bidder will be required upon award, to provide a contract bond in an amount of: 20 % of the Contract amount.

**E. BID QUOTATION SHEET**

**PARKWAY – SOUTH REGION MP 0.0 – 106.0**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL DOLLAR AMOUNT</b>
1	608	CREW HOURS	NORMAL WORK SCHEDULE TREE TRIMMING CREW-3 MAN, as per attached specifications	\$	\$
2	8	CREW HOURS	EMERGENCY CALLOUT/OVERTIME/HOLIDAY TREE CREW-3 MAN, as per attached specifications	\$	\$
3	88	HOURS	LOG TRUCK, as per attached specifications	\$	\$
4	96	HOURS	CRANE, as per attached specifications	\$	\$
5	80	HOURS	ADDITIONAL LABORER(S), as per attached specifications	\$	\$
6	104	HOURS	ADDITIONAL CHIP TRUCK, as per attached specifications	\$	\$
7	16	HOURS	STUMP GRINDING, as per attached specifications	\$	\$
8	16	HOURS	SKID STEER, as per attached specifications	\$	\$
<b>TOTAL OF LINES 1 THROUGH 8</b>					

**BID QUOTATION SHEET CON'T.**

**PARKWAY – CENTRAL REGION MP 106.0 – 145.0**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL DOLLAR AMOUNT</b>
1	560	CREW HOURS	NORMAL WORK SCHEDULE TREE TRIMMING CREW-3 MAN, as per attached specifications	\$	\$
2	8	CREW HOURS	EMERGENCY CALLOUT/OVERTIME/HOLIDAY TREE CREW-3 MAN, as per attached specifications	\$	\$
3	120	HOURS	LOG TRUCK, as per attached specifications	\$	\$
4	56	HOURS	CRANE, as per attached specifications	\$	\$
5	80	HOURS	ADDITIONAL LABORER(S), as per attached specifications	\$	\$
6	96	HOURS	ADDITIONAL CHIP TRUCK, as per attached specifications	\$	\$
7	24	HOURS	STUMP GRINDING, as per attached specifications	\$	\$
8	24	HOURS	SKID STEER, as per attached specifications	\$	\$
<b>TOTAL OF LINES 1 THROUGH 8</b>					

**BID QUOTATION SHEET CON'T.**

**PARKWAY –NORTH REGION MP 145.0 – 172.3**

<b>ITEM</b>	<b>QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL DOLLAR AMOUNT</b>
1.	632	CREW HOURS	NORMAL WORK SCHEDULE TREE TRIMMING CREW-3 MAN, as per attached specifications	\$	\$
2.	8	CREW HOURS	EMERGENCY CALLOUT/OVERTIME/HOLIDAY TREE CREW-3 MAN, as per attached specifications	\$	\$
3.	96	HOURS	LOG TRUCK, as per attached specifications	\$	\$
4.	88	HOURS	CRANE, as per attached specifications	\$	\$
5.	88	HOURS	ADDITIONAL LABORER(S), as per attached specifications	\$	\$
6.	120	HOURS	ADDITIONAL CHIP TRUCK, as per attached specifications	\$	\$
7.	40	HOURS	STUMP GRINDING, as per attached specifications	\$	\$
8.	32	HOURS	SKID STEER, as per attached specifications	\$	\$
<b>TOTAL ITEMS 1 THROUGH 8</b>					<b>\$</b>



**BID QUOTATION SHEET CON'T.**

**TURNPIKE – SOUTHERN REGION MP 0.0 - 75.5 and PHMTE MP 0.0 - 6.0**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL DOLLAR AMOUNT</b>
1	688	CREW HOURS	NORMAL WORK SCHEDULE TREE TRIMMING CREW-3 MAN, as per attached specifications	\$	\$
2	8	CREW HOURS	EMERGENCY CALLOUT/OVERTIME/HOLIDAY TREE CREW-3 MAN, as per attached specifications	\$	\$
3	104	HOURS	LOG TRUCK, as per attached specifications	\$	\$
4	96	HOURS	CRANE, as per attached specifications	\$	\$
5	88	HOURS	ADDITIONAL LABORER(S), as per attached specifications	\$	\$
6	120	HOURS	ADDITIONAL CHIP TRUCK, as per attached specifications	\$	\$
7	16	HOURS	STUMP GRINDING, as per attached specifications	\$	\$
8	32	HOURS	SKID STEER, as per attached specifications	\$	\$
<b>TOTAL OF LINES 1 THROUGH 8</b>					

**BID QUOTATION SHEET CON'T**

**TURNPIKE – NORTHERN REGION MP 75.5 - 122 AND HCTE MP 0.0 – 6.0**

<b>ITEM</b>	<b>QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL DOLLAR AMOUNT</b>
1.	480	CREW HOURS	NORMAL WORK SCHEDULE TREE TRIMMING CREW-3 MAN, as per attached specifications	\$	\$
2.	8	CREW HOURS	EMERGENCY CALLOUT/OVERTIME/HOLIDAY TREE CREW-3 MAN, as per attached specifications	\$	\$
3.	96	HOURS	LOG TRUCK, as per attached specifications	\$	\$
4.	72	HOURS	CRANE, as per attached specifications	\$	\$
5.	80	HOURS	ADDITIONAL LABORER(S), as per attached specifications	\$	\$
6.	120	HOURS	ADDITIONAL CHIP TRUCK, as per attached specifications	\$	\$
7.	40	HOURS	STUMP GRINDING, as per attached specifications	\$	\$
8.	32	HOURS	SKID STEER, as per attached specifications	\$	\$
<b>TOTAL ITEMS 1 THROUGH 8</b>					<b>\$</b>

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO NOBLE@NJTA.COM**

**PURSUANT TO N.J.A.C. 19:9-2.2 (a)(3), Addenda will be distributed and posted on the Authority's website at least three days prior to the bid opening.**

**NEW JERSEY TURNPIKE AUTHORITY**

**Very truly yours,**

*Andrea Ward*  
**Andrea E. Ward, Director  
Purchasing Department**

\_\_\_\_\_/\_\_\_\_\_  
Name of Company / Authorized Signature of Bidder

**F. SIGNATURE PAGE**

1. **ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

**CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to *N.J.A.C. 19:9-2.12*. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
3. **OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

4. **AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: # \_\_\_\_\_

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

## **G. SPECIFICATIONS**

### **1.0 Responsibility of the Contractor**

All bidders shall demonstrate competence and experience concerning the agreement's terms and conditions.

The Contractor shall be in full compliance with the 'Tree Expert and Tree Care Operators Licensing Act', N.J.S.A. 45:15C-11, having on staff during the duration of the contract a full time Certified Tree Expert (CTE) who would be responsible to oversee the work performed and provide their professional support regarding tree issues when needed. Licenses shall be submitted showing proof of certification with bid submittal. All aerial bucket truck operators, climbers, and crew foreman shall be trained and hold a ACRT (or an approved equivalent) Line Clearance Certification. Certificate shall be presented to the Authority upon request.

### **1.1 Limits of Work**

This agreement shall be both the NJ Turnpike and the Garden State Parkway, sectored into 2 Regions of the Turnpike – Northern Region (MP 75.5 - 122 and the 'HCTE' (Hudson County Turnpike Extension) MP 0.0 to 6.0) and Southern Region (MP 0.0 – 75.5 and the PHMTE (Pearl Harbor Memorial Turnpike Extension) MP 0.0 – 6.0) and 3 Regions of the Parkway – Northern Region (MP 145.0 - 172.3), Central Region (MP 106. – 145.0), and Southern Region (MP 0.0 – 106.0).

## **2.0 SCOPE of WORK**

Under this Contract, the successful Contractor shall be expected to do trimming of the side and top of trees and brush encroaching along the roadside of the roadway and/or shoulder, as well as the total clearing of trees and brush from the Roadways right-of-way. Work also includes mulching of debris in place, grinding of stumps and the application of a herbicide to prevent re-growth. Mulched debris can be left in place as long as it does not create a hazard or block drainage as determined by a New Jersey Turnpike Authority representative. However, certain areas may require the collection and disposal of chipped and/or mulched debris. The designation of these areas shall be at the sole discretion of the Authority representative.

The Contractor shall furnish all necessary equipment, labor, tools, and materials required for tree trimming and tree removals of scheduled or emergencies as specified during the price agreement period.

### **2.1 Tree Trimming**

The trimming of trees shall be done in accordance with the latest classes of pruning as stipulated by the 'Tree Care Industry Association (formerly the National Arborist Association) - Pruning Standards for Shade Trees – ANSI A300, Rev.2001'. Those Classes pertinent to this agreement shall be;

Class I – Fine pruning to improve the structure and health of the tree.

Class II – Standard Pruning consisting of the removal of hazardous, interfering, obstructing, and weak branches.

Class III – Hazard pruning consisting of the removal of damaged or dangerous limbs.

During all pruning work, cuts shall be at the branch collar without leaving stubs, ensuring a proper callus. Remaining branches shall be protected during pruning process, ensuring the continued health of the tree shall not be compromised.

## **2.2 Tree Removals**

All trees slated for removal shall be handled in an expeditious manner without compromising the safety of those performing the removal, the Authority's motoring patrons, and/or its employees.

In certain instances, complete removal shall include the grinding of stumps and exposed roots to a depth of 12" below existing grade utilizing a stump grinder. The stump grinding operation shall be separate from the Tree Removal operation and a separate rate shall incur in accordance to the work performed by the crew as indicated in section 3.0.

All tree trimming/removals shall include the pickup and disposal of all wood chips and any logs derived from scheduled trimming/removals off site unless otherwise directed by the Turnpike Authority's representative. Cost of log removals shall be in accordance to section 4.2 – Log Truck. Removal of wood chips shall be in accordance to section 5.1.

## **2.3 Herbicide Application**

A herbicide shall be applied to the cambial area of the stumps in accordance with the product label ensuring translocation down to the root system. Once the herbicide application has occurred and enough time has transpired according to manufacturer's application instructions and recommendations, the grinding of stumps shall be performed. The herbicide shall be Garlon 4 Ultra or Pathfinder II as manufactured by Dow Agro Sciences Co. or an approved equivalent and shall be supplied by the contractor during the term of the contract when requested. The herbicide cost and its application shall be included in the proposed hourly crew rate in accordance to subsection 3.1. Any person applying herbicides shall be properly licensed and trained in accordance to the NJ Pesticide Control Regulations – NJAC 7:30 – 6.4.

## **3.0 EQUIPMENT AND CREW**

In the case of this agreement, a crew shall be defined as both laborers and equipment as defined in Subsection 3.1 and 4.1 of these specifications unless otherwise stated in these specifications. In the instance that all two (2) areas within the limits of this agreement are awarded to the same Contractor, the said Contractor may be required to furnish two (2) crews as defined in Subsection 4.1 along with any additional equipment that may be required to cover the entire road on any given day. Under certain circumstances, the Contractor may also be required to furnish up to two (2) crews as defined in Subsection 3.1 within each area awarded to them on any given day until the requirement of those circumstances are met.

### **3.1 Tree Trimming/Removal Crew**

As a minimum, each crew shall consist of one (1) working crew leader, one (1) climber/journeyman, and one (1) ground man/laborer; one (1) aerial bucket truck having a maximum reach not less than sixty feet (60') working height and forty feet (40') height at thirty feet (35' side) reach; one brush chipper with the capability of chipping logs with a minimum (twelve inch (12")) diameter, towed by a truck containing an enclosed dump body capable of collecting a minimum twelve (12) yards of wood chips (the aerial bucket may come complete with chipper box having the capability of performing both operations simultaneously without interruption from each); minimum two (2) chainsaws – one (1) having the capability of cutting trees/logs with a forty eight (48") circumference. All crew members shall be competent with the operation of a chainsaw as well as the brush chipper and stump grinder. The Authority may require a demonstration and approval before operations of the tree climber's ability and competence in climbing, along with journeyman and ground man/laborer's ability to operate a chainsaw and brush chipper prior to the award of this contract. At the minimum, at least one (1) member of each crew shall be proficient in the English language with the ability to maintain daily work records and log as to each crew's daily work records.

The contractor shall also be required to supply an Attenuator System as a requisite for each given crew while working along the Roadways. The attenuator to be supplied is to have been tested in accordance with the 'National Cooperative Highway Research Program Report 350: for test level III at a speed of 62 MPH (100 KM). The attenuating system shall also be equipped with a minimum 4 foot by 8 foot flashing arrow board attached to the system and shall be fully visible, at all times, to vehicles approaching or following the attenuating system. This system shall be operated by one of the three members of the crew while traveling to and from the work site and during the mobile process of the tree trim/removal operations being conducted.

### **4.0 Additional Labor Personnel**

In certain circumstances, additional personnel to the crew would allow the tree trim/removal activities to be more expeditious and efficient. In the event the Authority deems additional labor is necessary, the Contractor shall supply the necessary ground man/laborer as defined in subsection 4.1. The Contractor shall be compensated on an hourly rate for each additional person supplied.

### **4.1 Stump Grinding Crew**

As indicated in section 2.2, stumps and exposed roots may be required for removal. The stump grinding operation shall be handled by a stump grinding crew and shall be separate from the scope of the tree removal process and shall carry a separate rate from the hourly crew rate for trimming and removal. The stump grinding crew shall include one stump grinder capable of grinding all stumps twelve inches (12") below ground level with an operator and one helper. This crew shall perform the stump and exposed roots removal by grinding the stump and its parts to a depth of no less than 12". The Contractor shall be responsible for all mark outs necessary prior to the removal process.

### **4.2 Additional Equipment**

Crane - Certain tree removals may require at the Authority direction the use of a crane to remove said trees in a safe, expeditious manner. The crane shall have a twenty (20) ton working capacity with a capable reach of one hundred (100) feet. The crane operation shall include one (1) operator to work in conjunction with the tree trimming/removal crew. The crane operator shall be trained and certified by the National Commission for the Certification of Crane Operators (NCCCO). or an approved

equivalent. Certificate shall be presented to the Authority upon request. In the instance when the crane is summoned for the tree removal process, the supporting tree/trim removal crew shall include a chipper with winch, capable of chipping 18” logs or greater (No exceptions).

Skid Steer – During clean up, in extreme cases the use of a skid steer maybe required at the Authority’s direction to make the work process more efficient. The skid steer shall be equipped on rubber tracks with a minimum 3/4 yard bucket and capable of handling the following attachments - a Grapple Bucket capable of a safe lift capacity of three thousand pounds (3,000 lbs). The skid steer operation shall include one (1) operator to work in addition with the tree trimming/removal crew.

Chip Truck - In certain circumstances, the Authority may require an additional chip truck (to the truck defined in subsection 3.1), on site to help expedite the tree work activities. The additional chip truck shall contain a box that would hold a minimum 16 yards of wood chips. The additional chip truck shall be used for the collection of wood chips only and the aerial bucket would not be required. The truck shall come with a driver/laborer in addition and supportive to the tree trim/removal crew. The contractor shall be compensated for the additional chip truck and operator on an hourly rate supplied.

Log Truck – The Authority may require wood removal from site could also be expedited through the use of a Prentice log truck Model 120 (or an approved equivalent) equipped with a hydraulic grapple. Truck shall be equipped to handle a minimum of thirty (30 yards) of log material with the grapple having a minimum 7,500 lb. lift capacity with a reach of 27’. The log truck operation shall include one operator to work in addition with the tree trimming/removal crew. The rate for the log truck shall be based on its hours of service. Disposal of logs shall be at the sole responsibility of the contractor. All disposal sites shall be within ½ hour of the log removal locations unless otherwise approved by Authority personnel.

In the event that the Authority finds that the wood chips collected shall be temporarily stored at a designated site close to the work area within the Authority's right-of-way, the contractor shall be responsible to supply a truck and operator with an open trailer/container capable of hauling a minimum 40 yards of chips for its removal at a later determined date. The Authority's Maintenance department will load the stored chips onto the contractor's truck. The contractor shall be compensated at the hourly rate of a log truck for the truck used during removal of the stored chips.

Contractor to provide all equipment necessary (trucks/trailers) to move all equipment from work location to work location as directed.

### **4.3 Inspection of Equipment**

The Authority reserves the right to inspect all equipment prior to the award of the agreement. All inspections shall take place during regular Authority business hours, (Monday-Friday, 7:00 AM – 4:00 PM). Inspections shall be conducted at the proposed vendor’s site in the State of New Jersey. The proposed vendor shall give the Authority seventy two (72) hours advance notice as to the location of equipment. All equipment shall be on site at the time of the agreed inspection.

## **5.0 SPECIAL REQUIREMENTS**

### **5.1 Cleanup**

At certain locations of the roadway, all debris resulting from any tree work shall be removed and disposed of at the conclusion of each work day unless otherwise directed by the Authority. All cleanup and disposal shall be performed by the contractor at no additional cost to the Authority. Disposal sites



accepting chips, logs, or brush utilized by the successful bidder shall be within ½ hour from the work site when disposing of these materials during the work day. Cleanup costs shall be included in the proposed hourly work rate as proposed in accordance to subsections 3.1 and 4.1. The Authority reserves the right to claim all clean wood chips and cut logs to be dropped at a site within close proximity of the workplace.

## **5.2 Maintenance and Protection of Traffic and Night Lighting**

All maintenance and protection of traffic (excluding truck mounted attenuators which will be supplied by the contractor) required for this Agreement shall be provided by the Authority in accordance to the 2011 Manual for Traffic Control in Work Zones. The Authority shall also make available mobile light towers to provide adequate lighting if and when night time work is scheduled.

## **5.3 Personal Protective Equipment**

All personnel involved in Tree Trimming and/or Removals shall be required to wear head protection (hardhat), ear plugs and safety glasses/face shield when performing work operations. All personnel shall be required to wear a reflective breakaway safety vest which meets ANSI Standard 107-2010, Class Three (3) Conspicuity, during any activities along the traveled thoroughfare of the Roadways. Any personnel who fail to wear the approved safety vest and personal protective equipment shall be considered unauthorized and will be removed from site with no monetary compensation for work performed and all work will be suspended until each member of the crew is equipped with the proper personal protective safety equipment approved by the Authority.

## **6.0 WORK SCHEDULE**

### **6.1 Award of Contract**

After the successful bidder(s) receives notice of award to this Contract, the Authority shall contact the Contractor to schedule all necessary work. The Contractor will be required to respond to two (2) work schedules and respond to each as defined in subsections 6.2 and 6.3.

### **6.2 Normal Work Schedule**

The New Jersey Turnpike Authority shall notify the Contractor prior to the start date for any tree trimming or tree removals. In the event the Authority cannot reach the Contractor upon initial call, the Authority shall leave a message with the answering party/voice mail and the Contractor will be required to call the Authority within twenty four (24hrs) following the initial call. At that time, the Authority will provide the Contractor with the pertinent information regarding the tree work to be scheduled. A site visit by both parties may be necessary (at no cost to the Authority) to estimate and plan all necessary details regarding work to be accomplished. The Contractor should be prepared to commence work within three (3) business days unless otherwise authorized and directed by the Authority for a full eight (8) hour shift or until the designated work assignment(s) are accomplished. Normal working hours shall be between 7:00 AM – 3:30 PM (Parkway North) and 8:00 – 4:30PM (Turnpike North) with a one-half (1/2) hour lunch break, Monday – Friday, (unless otherwise indicated in the Authority's, **MANUAL FOR TRAFFIC CONTROL IN WORK ZONES** (manual can be found on the Authority's website [www.njta.com/doing-business/professional-services/manuals/other-manuals/traffic-control](http://www.njta.com/doing-business/professional-services/manuals/other-manuals/traffic-control)), 1.5 Lane Closure and Shoulder Closure Tables, and Appendix B), excluding Authority holidays. Any hours worked in excess of eight (8) hours per day, or forty (40) hrs. per week will be considered as overtime hours.

### **6.3 Night Work Schedule**

In accordance to the Authority's 'Traffic Control Manual', designated areas of the roadway only allow the necessary lanes closures between the hours of 7:00 PM – 6:00 AM. Under this circumstance, the Authority shall notify the Contractor of its intent to complete any necessary tree trimming or removals within these designated areas between the normal scheduled night crew hours from 9:00 PM – 7:00 AM, 7 business days prior to the start date of these activities. At that time, the Authority will provide the Contractor with the pertinent information regarding the tree work to be scheduled during the 'Night Work Schedule'. A site visit by both parties may be necessary (at no cost to the Authority) to estimate and plan all necessary details regarding work to be accomplished. The Contractor shall be compensated for all hours worked at the proposed 'Night Work Schedule' as bid per the Normal Work Schedule bid rate.

In the instance where any additional equipment as indicated in section 4.2 is necessary for use during the 'Night Work Schedule', the Contractor shall be compensated for all hours utilized at the proposed 'Normal Work Schedule' bid rate.

During the scheduled night work, the Authority shall provide mobile lighting equipment necessary for ample illumination of the work site to ensure the proper and safe implementation of chain sawing and the felling of tree part activities.

The Contractor should be prepared to commence work during the 'Night Schedule' within 3 business days of the scheduled start date unless otherwise authorized and directed by the Authority.

### **6.4 Emergency Work Schedule**

In the circumstance where natural or unnatural causes create a hazardous condition which may impose imminent danger to life or property, immediate action shall be taken to remediate the situation. The Authority shall notify the Contractor of the emergency situation and assign the necessary emergency work required. In the event the Authority cannot reach the Contractor upon the initial call, the Authority shall leave a message with the answering party/voice mail and the Contractor will be required to call the Authority within two (2) hrs. following the initial call. Once contact has been established and the Contractor has received their assignment, they shall arrive at the work site within two (2) hours to commence work.

All work completed during the normal work hours, whether routine or emergency will be considered as straight time. Any emergency response work completed outside the normal work hours will be considered overtime. The Contractor will be insured a minimum of four (4) hours for emergency work call-out.

### **6.5 Holiday Work Schedule**

The following days shall be considered Holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Thanksgiving Day  
Christmas Day  
Easter Sunday

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

## **6.6 Failure to Respond**

In the event the Contractor fails to comply with conditions set forth herein above or if the Authority is unable to make initial contact with the Contractor within the prescribed time, the Authority shall authorize the use of Contractors assigned to adjoining areas and any additional costs incurred shall be deducted from any moneys due the defaulting Contractor. In the event that another Contractor cannot be retained to perform the work prescribed within the time specified elsewhere herein or discontinues its contract with the Authority, the Contractor shall pay the Authority liquidated damages in lieu of the stated actual damages, in the amount of five (5) hundred dollars (\$500.00) for each twenty-four (24) hour period or segment thereof beyond the specified time as described in each work schedule. These liquidated damages will be deducted from payment due the Contractor.

## **6.7 Contractor Response Compensation**

The Contractor's time will begin when he/she reports at the work site fully equipped (saws sharp ready for operation and all equipment fueled and operational for that day), per specifications, to commence work. On a normal schedule (eight) 8hr day) the Contractor is expected to be at the designated work site between the hours of 7:00AM until 5:00 PM depending on the Roadway

Due to factors beyond the control of the Authority, such as adverse weather conditions, and/or traffic conditions that prohibit necessary lane closings (In accordance to the Authority's '**MANUAL FOR TRAFFIC CONTROL IN WORK ZONES**') or produces unsafe work conditions to the Contractor, Authority personnel and or the motoring public, the Authority reserves the right to stop all work at its discretion and reschedule work completion on the next possible business day. In the event work stoppage occurs before the end of the **eight (8) hour shift**, scheduled work shift, the Contractor shall be compensated as follows:

- a. If the Contractor reports to the designated work site but does not commence work operations, the Contractor will be credited with a minimum of two (2) crew hours.
- b. If the Contractor commences work operations but it is necessary to suspend work before four (4) hours worked, the Contractor will be credited with a minimum of four (4) crew hours.
- c. If the Contractor commences work operations but it is necessary to suspend work after four (4) hours worked, the Contractor will then be compensated for the actual hours worked.

The Contractor shall be responsible for performing all work in a continuous operation until complete unless an exception is approved in writing by the Authority.

## **7.0 MEASUREMENT AND PAYMENT**

The Contractor shall be compensated based on crew hours worked and equipment time as defined in Subsections 3.1, 4.1 and 4.2 of these specifications. In the event the Contractor is summoned for work that is completed within two (2) weeks, the Contractor shall submit an invoice upon

completion of work. If the scheduled work term is greater than two (2) weeks, the Contractor shall submit a monthly invoice covering all work performed during the preceding thirty (30) days.

All billing shall include Date(s) of time worked; exact location of site worked by milepost or interchange; and all crew/equipment hours as they correspond to signed 'Daily Report of Tree Trimming and Removal' form supplied by the Authority for each day's work.

## **8.0 TERMINATION OF CONTRACT**

It is recognized by the parties hereto that the services to be provided under this Agreement form a part of an essential public service and that services must be timely and thorough. Accordingly, it is agreed that this Contract may be terminated by the Authority upon thirty (30) days prior written notice to the Contractor, if in the opinion of the Director of Maintenance, the Contractor's performance is unsatisfactory.

Upon such termination, the parties hereto shall be released from any and all liability, claims or causes of action arising out of this Contract, except for the payment to the Contractor for work performed up to and including the date of termination, less any damage caused by the Contractor to the property of the Authority, prior to the date of termination.

The Authority also reserves the right to cancel, upon immediate notice, any contract or obligation of the Authority based upon these specifications if the Contractor:

- a. Fails to meet any of the qualification requirements set forth in these specifications.
- b. Fails, for whatever reason(s), to maintain the required insurance coverage during the period of this agreement.
- c. Knowingly performs work that is in violation of Federal, State, County, and/or local law, statute or regulation.
- d. Fails to provide the required services within the specified times, unless given a written extension by the Authority.
- e. Petitions any court for bankruptcy proceedings or becomes insolvent in fact or in law.
- f. Performs any work that could reasonably place any person in grave danger of life, limb, or general safety.

## **8.1 Extension Option**

If the Director of PMM deems it to be in the best interest of the Authority to extend the period of any term contract entered into as a result of this agreement, for an additional period of time, the Contractor will be notified, in writing, prior to the expiration of the existing contract. The Contractor shall respond with his concurrence, in writing. Such extensions will not exceed a 5% increase per annum at the same terms and conditions as the original contract and shall remain firm for the entire extension period.

## **9.0 MANDATORY PRE-BID MEETING**

Mandatory Pre-bid meeting will be held prior to the submission of bids on Friday, October 12, 2018 at 10:00 AM at the New Jersey Turnpike Administrative Offices: 1 Turnpike Plaza. Woodbridge, New Jersey 07095. Attendees must notify Christine Noble at [noble@njta.com](mailto:noble@njta.com) by October 10, 2018 by 4:30 PM.

**All Bidders must be represented at the mandatory pre-bid meeting or he/she/it cannot participate in the bidding process. Such failure to attend this mandatory pre-bid meeting will result in rejection of the Bid and will disqualify the applicant from submitting a bid for Tree Trimming and Removal Services.**

**SECTION III**

**NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: RM-143911**

**PROPOSAL TITLE: TREE TRIMMING AND REMOVAL SERVICES**

If you do not choose to respond to this Bid, please complete this form and email to noble@njta.com

Name of Company \_\_\_\_\_

Reason you did not respond (Check all that apply)

- Cannot supply product or service
- Cannot meet technical specifications
- Cannot meet delivery specifications
- Cannot meet legal requirements  
(i.e. Bid/performance/security/insurance, etc.)
- Cannot provide a competitive price at this time
- Interested in receiving specifications for informational purposes only
- Insufficient lead time to respond
- Other:(please be specific) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you wish to remain on our mailing list?

Yes                       No

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed :(optional) \_\_\_\_\_

Company: \_\_\_\_\_



## **Notice Of Electronic Bidding**

In an effort to make the bid solicitation process more efficient and cost effective for both vendors and the “Authority”, the “PMM” Department has adopted an electronic bidding process for the majority of its public bids. Receipt of bids via the electronic format will be required for designated procurement contracts. For these contracts, notifications, including advertisement to bidders, will state bids that will **only** be received electronically. The mandatory electronic bidding on selected contracts will commence in the fall of 2018.

In those instances, where electronic bids are required, the bidder must submit the bids to **bidexpress.com**. It is recommended that all vendors become familiar with the process to prepare for the Authority contracts that require electronic submission. All electronic bidders must **register on bidexpress.com and create a Free “Digital ID”** to the vendor and may take up to five (5) business days to process and an additional 48 hours once approved by Bid Express before bid submittal, the Authority recommends that a Digital ID be processed in advance, should a Digital ID not be established at the time of bid submission, electronic submittal may not be possible.

In lieu of paying the overnight delivery costs, Bid Express charges a fee of \$25.00 on a pay-per solicitation basis. Alternatively, you can participate in Bid Express’ monthly subscription (\$50.00) program (nationally) for unlimited electronic bid submission to all entities that post solicitations on the **bidexpress.com** website which gets daily email notifications by your companies commodity codes. Furthermore, Bid Express provides alerts to errors and omissions and not being able to submit an incomplete or inaccurate bid. Bid Express also has an optional electronic bid bond submission program, which the bid express team can guide you along with assistance from your insurance carrier; this service shall verify accurate bid bond submittal.

**For additional information on electronic bidding and FAQs, go to the <https://bidexpress.com> or contact the Bid Express team toll free at (888) 352-2439 (select option 1).**



**NEW JERSEY TURNPIKE AUTHORITY**  
**DRAFT AGREEMENT**  
**FOR**  
**TREE TRIMMING AND REMOVAL SERVICES**  
**RM -143911**

THIS AGREEMENT, dated \_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at One Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority") and \_\_\_\_\_ a corporation of the State of New Jersey, having principal offices located \_\_\_\_\_ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of \_\_\_\_\_ specified in this Agreement in strict conformance with Specifications attached hereto and made a part hereof. Defined terms used herein carry the same meaning as defined in the Specifications.

The term of the Agreement shall commence on the date of the Purchase Order and terminate one (1) year therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

STRICT LIABILITY INDEMNITY

OR

NEGLIGENCE BASED INDEMNITY

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Kim Schurman  
Secretary to the Authority

BY \_\_\_\_\_  
John Keller  
Executive Director

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name / Title

BY \_\_\_\_\_  
Name / Title

[Corporate Seal]