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ATTACHMENT 1 - PRICE PROPOSAL FORM						
PART A - DEBRIS REMOVAL AND MANAGEMENT PRICE SCHEDULE						
UNIT PRICES SHALL BE BASED ON ESTIMATED DEBRIS QUANTITY OF 3 MILLION CUBIC YARDS						
	Description	Units	Measure of Distance	Unit Price	Line #	
VEGETATIVE COLLECT & HAUL	Vegetative Waste - vegetative debris collection and haul for a prescribed distance from Rights of Way to TDMA	CY per mileage intervals	0-15 miles	/cy	Line 1	
			16-30 miles	/cy	Line 2	
			31-60 miles	/cy	Line 3	
			60+ miles	/cy	Line 4	
			Single Price*	/cy	Line 5	
MANAGEMENT & REDUCTION	Grinding/Chipping Vegetative Debris	CY	N/A	/cy	Line 6	
	Air Curtain Burning Vegetative Debris	CY	N/A	/cy	Line 7	
	Open Burning Vegetative Debris	CY	N/A	/cy	Line 8	
	Compacting Vegetative Debris	CY	N/A	/cy	Line 9	
	Construction of Inspection Tower subject to prevailing wage	EACH	N/A	/each	Line 10	
	TDMA Site Management	CY	N/A	/cy	Line 11	
C&D COLLECT & HAUL	C&D - C&D debris collection and removal from Rights of Way to TDMA	CY per mileage intervals	0-15 miles	/cy	Line 12	
			16-30 miles	/cy	Line 13	
			31-60 miles	/cy	Line 14	
			60+ miles	/cy	Line 15	
			Single Price*	/cy	Line 16	
FINAL DISPOSAL	Transport of Reduced Vegetative Debris and Other Debris Types from TDMA to Final Disposal Site please provide pricing for both CY and tons	CY or tons per mileage intervals	0-15 miles	/ton	/cy	Line 17
			16-30 miles	/ton	/cy	Line 18
			31-60 miles	/ton	/cy	Line 19
			60+ miles	/ton	/cy	Line 20
			Single Price*	/ton	/cy	Line 21
	Tipping Fees - pass through amount					Line 22
						Line 23
						Line 24
	HAZARDOUS TREES & STUMPS	Removal of Hazardous Trees (Standing Leaners) - diameter is measured at 24" height	Each	6"-12" diameter	/each	Line 25
13"-24"				/each	Line 26	
25"-36"				/each	Line 27	
37"-48"				/each	Line 28	
greater than 49"				/each	Line 29	
Trees with Hazardous Limbs over 2"		Tree	N/A	/tree	Line 30	
Hazardous Stumps 24"-36" diameter		Stump	N/A	/stump	Line 31	
Hazardous Stumps 37"-48" diameter		Stump	N/A	/stump	Line 32	
Hazardous Stumps over 49" diameter		Stump	N/A	/stump	Line 33	
Stump Fill Dirt	CY	N/A	/cy	Line 34		
SPECIALTY REMOVAL	Sand Collection and Screening - pick up, screen and return debris laden soil, silt, sediment and/or sand	CY	N/A	/cy	Line 35	
	Vehicle Removal - removal of eligible vehicles	Unit	N/A	/unit	Line 36	
	Vessel Removal (Land) - removal of eligible vessel	Unit	N/A	See Exhibit A-1	Line 37	
	Vessel Removal (Marine) - removal of eligible vessel from waterway	Unit	N/A	See Exhibit A-1	Line 38	
	Animal Carcass Removal	Pound	N/A	/pound	Line 39	
	White Goods Removal to disposal site	Unit	N/A	/unit	Line 40	
	Freon Management - freon management and recycling	Unit	N/A	/unit	Line 41	
	Electronic Waste - removal of "e-waste" that contains hazardous materials. Includes computer monitors and TVs.	Unit	N/A	/unit	Line 42	
	Household Hazardous Waste (HHW) - removal and disposal	Pound	N/A	/pound	Line 43	

\* Single Price indicates a price to haul debris from any distance

# **ATTACHMENT 1: PRICE PROPOSAL FORM**

## **EXHIBIT A-1 PRICE SCHEDULE SUPPLEMENT VESSEL REMOVAL PRICING**

### **Land Based Removal of Eligible Vessel**

#### ***From ROW***

0-15 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
16-30 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
31-60 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
60+ miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$

#### ***From Aggregation Site***

0-15 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
16-30 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
31-60 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
60+ miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$

### **Marine Based Removal of Eligible Vessel**

#### ***From ROW***

0-15 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
16-30 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
31-60 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
60+ miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$

#### ***From Aggregation Site***

0-15 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
16-30 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
31-60 miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$
60+ miles	Less than 30 feet	Per Linear Foot	\$
	Greater than 30 feet		\$

# **ATTACHMENT 1: PRICE PROPOSAL FORM**

## **PART B - HOURLY EQUIPMENT RATES**

<b>Equipment Type</b>	<b>Unit</b>	<b>Unit Price</b>
Air Curtain Pit Burner	HOUR	
Air Curtain Refractory Incinerator	HOUR	
Bobcat Loader	HOUR	
Bucket Truck	HOUR	
Chipper/Mulcher (8" throat)	HOUR	
Chipper/Mulcher (12" throat)	HOUR	
Crash Truck w/Impact Attenuator	HOUR	
Dozer, Tracked, D5 or similar	HOUR	
Dozer, Tracked, D6 or similar	HOUR	
Dozer, Tracked, D7 or similar	HOUR	
Dozer, Tracked, D8 or similar	HOUR	
Dump Truck, 18 CY-20 CY	HOUR	
Dump Truck, 21 CY-30 CY	HOUR	
Generator and Lighting	HOUR	
Grader w/12" Blade	HOUR	
Hydraulic Excavator, 1.5 CY	HOUR	
Hydraulic Excavator, 2.5 CY	HOUR	
Knuckleboom Loader	HOUR	
Laborer w/Chain Saw	HOUR	
Lowboy Trailer w/Tractor	HOUR	
Log Skidder	HOUR	
Mobile Crane (Adequate for hanging limbs/leaning trees)	HOUR	
Pickup Truck, .5 Ton	HOUR	
Soil Compactor 81 HP+	HOUR	
Soil Compactor 80 HP	HOUR	
Soil Compactor, Towed Unit	HOUR	
Stump grinder 30" diameter or less	HOUR	
Stump Grinder greater than 30" diameter	HOUR	
Traffic Control, Temporary Single Lane Closure	HOUR	
Tub Grinder, 800 to 1000 HP	HOUR	
Waste Collection Rear Loader Truck	HOUR	
Water Truck	HOUR	
Wheel Loader, 2.5 CY, 950 or similar	HOUR	
Wheel Loader, 3.5-4.0 CY, 966 or similar	HOUR	
Wheel Loader, 4.5 CY, 980 or similar	HOUR	
Wheel Loader-Backhoe, 1.0-1.5 CY	HOUR	
Weighing Scales, Truck, Portable and Certified	HOUR	

**Part B unit prices for equipment such as: air curtain burners/incinerators, chippers/mulchers and tub grinders do not pertain to debris management site operations, which are included under Part A.**

**Part B unit prices for Traffic Control do not pertain to debris collections and removal operations from agency property and agency rights-of-way, which are included under Part A.**

## **ATTACHMENT 1: PRICE PROPOSAL FORM**

### **PART C - HOURLY PERSONNEL RATES**

<b>Personnel Title*</b>	<b>Unit</b>	<b>Hourly Rate</b>
State Operations Manager	HOUR	
County Operations Manager	HOUR	
Municipal Operations Manager	HOUR	
Safety Superintendent	HOUR	
Safety Supervisor	HOUR	
Project/Site Supervisor	HOUR	
Project/Site Foreman	HOUR	
Project/Site Inspector	HOUR	
Mechanic (with truck and tools)	HOUR	
Climber (with gear)	HOUR	
Laborer/Operator (with tools)	HOUR	
Laborer/Operator (with chainsaw)	HOUR	
Traffic Control Personnel	HOUR	
Ticket Writers	HOUR	
Survey Personnel (with vehicle)	HOUR	
TDMA/Aggregation Site Personnel	HOUR	
Project Engineer	HOUR	
Equipment Operator	HOUR	
Security Personnel	HOUR	
Truck Driver	HOUR	
Bucket Truck Operator	HOUR	
Administrative Assistant	HOUR	
Clerical Aide	HOUR	

*\*all supervisory titles (including manager, foreman, supervisor and superintendent)  
shall have cell phones and trucks/vehicles*

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## CERTIFICATION OF NON-DEBARMENT

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Disaster Debris Removal Services

STATE OF NEW JERSEY        }  
  } ss.  
COUNTY OF \_\_\_\_\_}

**The Bidder (or Subcontractor) hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:**

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, (the "Contractor"), which has been awarded the referenced contract (the "Contract") and that I execute said Contract with full authority to do so;

A. That neither the Bidder (or Subcontractor) nor its principals:

- 1) are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
- 2) have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- 4) have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

B. If awarded a contract, the Contractor certifies that it shall immediately notify the State Contract Manager if any director, partner, officer, employee of the Contractor or any shareholder owning 5% or more of the Contractor's stock:

- 1) Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
  - 2) Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
-

- 3) Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business related offense.

Sworn and subscribed to before me

This \_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Principal

Notary Public of \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Notary Public

**ATTACHMENT 3**  
**SAMPLE TASK ORDER**

TO \_\_\_\_\_  
Task Order No. \_\_\_\_\_

In accordance with \_\_\_\_\_ (Contractor) contract, with the \_\_\_\_\_  
\_\_\_\_\_, Agreement No. \_\_\_\_\_ for Hurricane/Disaster Debris Removal,  
Reduction, and Disposal dated \_\_\_\_\_ the \_\_\_\_\_ hereby requests and authorizes the  
service to be performed on the project as described below:

**Project:** \_\_\_\_\_

**Specific Work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Duration of Work (Include Start Date, End Date and Total Calendar Days):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Method of Payments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Estimated Cost of This Task Order: \$ \_\_\_\_\_

**COMMONWEALTH/AGENCY USE ONLY**

\_\_\_\_\_  
Monitor: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Vendor No.: \_\_\_\_\_ Account No.: \_\_\_\_\_ Project: \_\_\_\_\_  
Purchasing: \_\_\_\_\_ Budget: \_\_\_\_\_ Accounting: \_\_\_\_\_



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **ATTACHMENT 5**

### **Establishing Temporary Debris Management Areas (TDMA) For Burning and Grinding Operations**

#### **General**

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDMA for Burning and Grinding Operations.

These guidelines apply only to sites for grinding or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

The two methods of reducing vegetative and land clearing storm debris are “chipping/grinding” for use in landscape mulch, compost preparation, and industrial boiler fuel or using an “air curtain burner (ACB)”, with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being land-filled. Burning and Grinding Operations are subject to any and all applicable environmental laws and regulations, as well as all local governmental requirements.

#### **Chipping and Grinding TDMA**

The following guidelines are presented in locating a site for “chipping/grinding” and are considered “minimum standards” for selecting a site for use:

1. Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in the city/county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Storage areas for incoming debris and processed material shall be located in compliance with applicable New Jersey law, including setback requirements from surface water, wetlands, etc.
3. Storage areas for incoming debris and processed material shall be located in compliance with applicable New Jersey law and municipal law, in no event shall be located less than 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.
4. Storage areas for incoming debris shall be located in compliance with applicable New Jersey and municipal law, and in no event shall be less than 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
5. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.
6. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to direct traffic.
7. Sites shall be secure after operating hours to prevent unauthorized access to the site.. Sites shall have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.
8. Grinding of clean wood waste such as pallets and segregated non-painted/non-treated dimensional lumber is permitted.

If conditions at the site become injurious to public health and the environment, or present a nuisance, the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for TDMA.

### **Air Curtain Burner Sites**

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the Contracting Entity, the Contractor, the NJDEP and other governmental authorities with jurisdiction. The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

1. Contact the local fire marshal, fire department, and Office of Emergency Management for input into site selection minimize the potential for fire hazards, other potential problems related to fire fighting that could be presented by the location of the site, and to ensure that adequate fire protection resources are available in the event of an emergency.
2. Location of ACB shall comply with applicable State and municipal law and regulations, including requirements for setbacks from property boundaries and sensitive receptors.
3. ACB units shall be located in compliance with applicable laws, and in no event shall be less than 100 feet from on-site storage areas for incoming debris and 200 feet from, potable water supply wells, and septic tanks and leaching fields.
4. Wood ash stored on-site shall be located in compliance with applicable laws, and in no event shall be less than at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash shall be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
5. Wood ash to be land applied on site or off site shall be managed in accordance with applicable law. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.
6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
7. Provisions shall be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control shall be installed as soon as possible.
8. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
9. Closure of air curtain burner sites shall be within 60 days of removing the last load of debris or reduction products at the site or as otherwise specified in permits/approvals issued by the NJDEP or other governmental entity or agency with jurisdiction.. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the guidelines for closure and restoration of TDMA.

### **Environmental Checklist for Air Curtain Pit Burners**

Incineration site inspections will also include an assessment of the environmental controls being used by the CONTRACTOR. Environmental controls are essential for all incineration methods, and the following will be monitored:

- All setback requirements.
- The fire shall be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound shall be removed when it reaches two feet below the lip of the incineration pit.
- Below-ground incineration areas shall be designed and operated in accordance with manufacturer's specifications for the burn equipment being utilized, including without limitation, dimensions of the pit and sealing of the ends of the pits.

Only vegetative waste may be placed in the pit. If equipment is fueled with petroleum products, such products shall be stored in compliance with laws. Equipment powered with diesel fuel may be subject to air permitting requirements of the NJDEP. Contractor must consult with NJDEP prior to utilizing such equipment.

**Stump Conversion Table**  
**Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6





1-888-486-3339 ext. 5069

## Public Agency's Guide to Abandoned & Unclaimed Vehicles

### General Information

Pursuant to N.J.S.A 39:10A-1 through 39:10A-7, a vehicle abandoned on public property must either be offered for sale at public auction or junked. A **junk** title will only be issued if the vehicle is inoperable or cannot be put in safe operational condition except at a cost in excess of the value of the vehicle.

The vehicle must have been abandoned and unclaimed for more than 20 business days, if requesting a standard title, or 15 business days if requesting a junk title. License plates must be removed before the auction and surrendered to the Motor vehicle Commission (MVC).

*In order to keep processing time to a minimum, it is highly recommended that you forward requests on a frequent basis rather than allowing requests to build up and mailing them all at once.*

### A. Junk Title Instructions

Report possession of an abandoned vehicle and request a Junk Title Certificate to be issued in the name of the Public Agency by completing the following steps:

1. Complete a check with the National Crime Information Center (NCIC) to determine whether the vehicle is stolen.
2. Complete Form OS/SS-87 – “Report of Possession of Abandoned Vehicle by Public Agency and Request for a Junk Title. This must also be signed by an authorized representative of the Public Agency.
  - a. Pursuant to N.J.S.A 39:10A-1, the Public Agency must perform an NCIC check, and, within three business days, notify the owner of record and lienholder (if applicable). The public agency shall also, within three business days, notify the person storing the abandoned vehicle. Upon receipt of the notice from the Public Agency, the person storing the abandoned motor vehicle shall notify the owner of record and any lienholder. If the OS/SS-87 form is not properly filled out reflecting this information, the request will be rejected.
  - b. If the vehicle has a digital odometer, and the key is not available to start the vehicle, please mark the word “DIGITAL” on the OS/SS-87 Form.
3. The Public Agency must also report possession of an abandoned vehicle to the National Insurance Crime Bureau. The Public Agency can prepare the OS/SS-87 Form in duplicate and stamp the duplicate copy “NICB”. The duplicate copy is to be filed with: NICB, 145 Pinelawn Rd, Suite 310 South, Melville, N.Y. 11747, ATTN: Michael Fella.
4. Mail required documents along with a \$2.00 check or money order (payable to NJMVC) to the MVC at the above listed address.

**Note:** The below listed documents are available from our website at [www.njmvc.gov/biz](http://www.njmvc.gov/biz).

- Form OS/SS-87 – “Report of Possession of Abandoned Vehicle & Request for Junk Title”
- Form OS/SS-89 – “Report of Possession of Abandoned Vehicle”
- Public Agency's Guide to Abandoned & Unclaimed Vehicles
- Checklist for acquiring title for abandoned vehicles
- Sample bill of sale.

***Any questions? Please call the Abandoned Unit at 888-486-3339 x5069 prior to submitting your request.***

## B. Standard Title Instructions

1. Complete a check with the National Crime Information Center (NCIC) to determine that this is not a stolen vehicle.
2. Give notice of the sale at auction by certified mail, to the owner, if his name and address are known and to the lienholder of any security interest filed with the Chief Administrator.
3. Fully complete Form OS/SS-89 – “Report of Possession of Abandoned Vehicle by Public Agency”. This must also be signed by an authorized representative of the Public Agency. If the vehicle has a digital odometer, and the key is not available to start the vehicle, please mark the word “DIGITAL” on the OS/SS-89 Form.
  - a. Pursuant to N.J.S.A 39:10A-1, the Public Agency must perform an NCIC check, and, within three business days, notify the owner of record and lienholder (if applicable). The public agency shall also, within three business days, notify the person storing the abandoned vehicle. Upon receipt of the notice from the Public Agency, the person storing the abandoned motor vehicle shall notify the owner of record and any lienholder. If the OS/SS-87 form is not properly filled out reflecting this information, the request will be rejected.
4. Mail the original OS/SS-89 Form to the MVC to the address listed on Page 1.
5. The Public Agency must also report possession of an abandoned vehicle to the National Insurance Crime Bureau. The Public Agency can prepare the OS/SS-89 Form in duplicate and stamp the duplicate copy “NICB”. The duplicate copy is to be filed with: NICB, 145 Pinelawn Rd, Suite 310 South, Melville, N.Y. 11747, ATTN: Michael Fella.
6. Upon receipt and approval of documentation, the MVC will issue the “Application to Title Abandoned Vehicle by Public Agency and Sold at Public Sale” (Form OS/SS-88) and it will be mailed to the Public Agency. This form contains an assignment, which when executed, will result in issuance of a Certificate of Title to the purchaser.
7. Upon receipt of the OS/SS-88 Form, the Public Agency must publish a notice at least 5 days before the date of the auction in one or more newspapers published in this state and circulating in the municipality in which the motor vehicle is held.
8. Hold public auction. When, \*and if, the vehicle is sold, the Public Agency must supply the purchaser with the following items:
  - A fully completed and signed OS/SS-88 Form
  - A certified affidavit of newspaper publication
  - A bill of sale from the Public Agency. The bill of sale must contain the sale price, sale date, purchase name, address and signature, and the public agency name, address, authorized representative’s name and signature. A sample is available on-line at [www.njmvc.gov/biz](http://www.njmvc.gov/biz).
9. The purchaser must then mail the above documents with a \$3.00 check or money order made payable to NJMVC, 7% sales tax on the purchase price of the vehicle, and a photocopy of the purchaser’s driver’s license. Mail documents to the MVC at the address list on the reverse side.

**\*Special Note:** If the price bid for a motor vehicle is less than the minimum bid established by the public agency for the motor vehicle, or if no bid is made, then the public agency may withdraw the vehicle from auction and apply for title to the vehicle. The MVC will only honor requests for titles in the name of the public agency if the request is accompanied by a certification, on public agency letterhead, signed by the auctioneer and authorized agency representative. The certification must verify that the vehicle was indeed offered for sale a public auction and that either an unacceptable bid was offered or no bid was received. The certification also must include the following information:

- Year, make, model, and vehicle identification number (VIN) of the vehicle,
- Date of auction, Amount of bid,
- Printed names and signatures of auctioneer and agency representative including signatures and date.



STATE OF NEW JERSEY  
1-888-486-3339 ext. 5069 (in state)

2/23/2010

## **NOTICE - PUBLIC AUCTION OF ABANDONED VEHICLES – EFFECTIVE 4/ 1/ 2010**

### **To All Public Agencies:**

A recent review of procedures pertaining to the public auction of abandoned vehicles has revealed that not all statutory requirements are being met by applicants. Based on the review and the recommendation of the Motor Vehicle Commission's Security & Investigations Unit, the Commission will begin requiring strict compliance with all statutory provisions, effective April 1, 2010. Any application with incomplete or incorrect information will be rejected. Please note that, upon the sale of any vehicle for which no junk title certificate shall have been issued, the Public Agency shall execute and deliver to the purchaser a **bill of sale and application for certificate of ownership**. A sample bill of sale has been created and is enclosed for your use. Please produce a bill of sale on your Public Agency letterhead.

- Additionally, the Motor Vehicle Commission (MVC) will issue a title for an abandoned vehicle in the name of the public agency if the vehicle in question was offered for sale at public auction and at this auction either no acceptable bid was obtained or no bid at all was obtained. In either case, the Public Agency must submit a certification on agency letterhead to the MVC attesting to the following:

1. The vehicle was offered for sale at public auction. A certified copy of the newspaper advertisement must be included.
2. That no acceptable bid or no bid at all was obtained at the time of the auction.
3. That because of the circumstances the public agency is seeking to title the vehicle in the agency's name.

The certification must be signed by the auctioneer and an authorized representative of the Public Agency.

**NOTE:** Once the vehicle is titled in the Public Agency's name the agency is free to use or dispose of the vehicle in any manner that is consistent with the agency's policies and procedures.

- The MVC has provided a checklist to ensure that the Public Agency has completed and submitted all required documents accurately. This checklist is not required to be returned to the MVC.

- The MVC has provided a Public Agency's Guide to Abandoned & Unclaimed Vehicles. These instructions list, in detail, the steps the Public Agency must follow depending on whether the Public Agency is requesting a Standard or Junk Title.
- The Application for Certificate of Title – Abandoned Vehicle Sold at Public Sale by Public Agency (Form OS/SS-88) will only be valid for one year following its issuance.

The following forms have also been revised and must be used effective April 1, 2010:

- *Form OS/SS-87 "Report of Possession of Abandoned Vehicle & Request for Junk Title Certificate"* **(ENCLOSED)**
- *Form OS/SS-89 "Report of Possession of Abandoned Vehicle by Public Agency"* **(ENCLOSED)**
- *Form OS/SS-88 "Application for Certificate of Title - Abandoned Vehicle Sold at Public Sale by Public Agency"* (Note: This form should always contain a raised seal. If it does not, call the Abandoned Unit immediately).

**NOTE:** For electronic versions of the Abandoned Public Agency documents (*including instructions, forms, a checklist, and a sample bill of sale*), please visit our website at [www.njmvc.gov/biz](http://www.njmvc.gov/biz) and navigate to the Abandoned page under the Titles section.

***N.J. Stat. § 39:10A-1 (2010)***

**§ 39:10A-1. Public auction of abandoned motor vehicles; notices required**

a. When the State or any county, county park commission, municipality or any authority created by any thereof, hereinafter referred to as a "public agency," shall have taken possession of a motor vehicle found abandoned, such taking of possession shall be reported immediately to

(1) The Chief Administrator of the Motor Vehicle Commission on a form prescribed by the administrator, for verification of ownership and

(2) The National Insurance Crime Bureau.

(3) Upon receipt of verification of ownership of the vehicle from the administrator, the public agency shall within three business days provide notice of possession of the vehicle to the owner of record and the holder of any security interest filed with the administrator by telephone, mail, facsimile or electronically. The public agency may assess the person claiming the vehicle, be it the owner of record or the holder of any security interest, for the actual costs of providing the notice required under this paragraph.

(4) The public agency shall also within three business days notify the person storing the abandoned motor vehicle. The notice shall be given in the same manner as in the case of notification of the owner of record and the security interest holder and shall include the name and address of the owner of record and the holder of any security interest in the stored motor vehicle.

(5) Upon receipt of the notice required by paragraph (4) of this subsection, the person storing the abandoned motor vehicle shall provide notice to the owner of record and to any security interest holder.

(a) The notice shall be by first class mail, with a certificate of mailing, and shall include a schedule of the costs imposed for storing the motor vehicle and instructions explaining how the owner of record or the security interest holder may claim the stored motor vehicle.

(b) Except as provided in subparagraph (c) of this paragraph, if the person storing the motor vehicle fails to provide this notice to the owner of record and to the security interest holder within 30 days of the date on which the storer of the vehicle received the notice required under paragraph (4) from the public agency, the maximum amount that person may charge the owner of record or the security interest holder for storing that motor vehicle shall be \$ 750, provided that the owner of record or security interest holder submits a proper claim for the vehicle not later than the 30th day following the date the notice is delivered from the public agency to the person storing the motor vehicle.

(c) When a vehicle is abandoned due to the death or incapacitation of the driver or any passenger, the person storing the vehicle shall charge the owner of record or the security interest holder no more than \$ 100 for the first 72 hours after the vehicle is placed on the premises.

(d) If the owner of record or security interest holder fails to submit a proper claim for the vehicle on or before that 30th day, the person storing the motor vehicle may charge the security interest holder reasonable costs for the removal and storage of the motor vehicle. If the notice is properly provided by the person storing the motor vehicle, that person may charge the owner of record or the

security interest holder reasonable costs for the removal and storage of the motor vehicle from the date the person removed and stored the motor vehicle.

(e) The public agency may assess the person storing the abandoned motor vehicle, and the person storing the abandoned motor vehicle may assess the security interest holder, for the actual costs of providing the notices required under paragraphs (4) and (5) of this subsection.

b. When such motor vehicle which has been ascertained not to be stolen and to be one which can be certified for a junk title certificate under section 3 of P.L.1964, c.81 (*C.39:10A-3*) shall have remained unclaimed by the owner or other person having a legal right thereto for a period of 15 business days, even if at that time the owner has not been identified as a result of efforts to make identification by the public agency or the Motor Vehicle Commission, the same may be sold at auction in a public place. If the certified motor vehicle is sold at auction prior to identification of the owner, the public agency shall document the condition of the motor vehicle in writing and with photographs prior to the sale; document the amount obtained from the sale of the motor vehicle; and notify the owner, if his name and address are identified after the sale, of the actions taken by the public agency to dispose of the motor vehicle.

c. When a motor vehicle which cannot be certified for a junk title certificate under section 3 of P.L.1964, c.81 (*C.39:10A-3*) remains unclaimed by the owner or other person having a legal right thereto for a period of 20 business days, the motor vehicle may be sold at auction in a public place, but shall be sold no later than 90 business days after the public agency takes possession of the vehicle, except that a waiver of the 90-day limit may be obtained for good cause from the Division of Local Government Services in the Department of Community Affairs.

d. The public agency shall give notice of a sale conducted pursuant to subsection b. or c. of this section, by certified mail, to the owner, if his name and address be known and to the holder of any security interest filed with the administrator, and by publication in a form to be prescribed by the administrator by one insertion, at least five days before the date of the sale, in one or more newspapers published in this State and circulating in the municipality in which such motor vehicle is held.

### ***N.J. Stat. § 39:10A-2 (2010)***

#### **§ 39:10A-2. Reclaiming possession; payment of costs and penalties**

At any time prior to sale the owner or other person entitled thereto may reclaim possession of the motor vehicle upon payment of the reasonable costs of removal and storage of the vehicle and any fine or penalty and court costs assessed against him for a violation which gave rise to the seizure or taking possession of such vehicle.

1. A person can retain title to a towed vehicle by paying the towing and storage charges at any time prior to the public sale.

***N.J. Stat. § 39:10A-3 (2010)***

§ 39:10A-3. Issuance of junk title certificate; grounds

If the public agency taking possession of a motor vehicle pursuant to this act shall, in its report thereof to the director, certify on an application prescribed by him that such motor vehicle is incapable of being operated safely or of being put in safe operational condition except at a cost in excess of the value thereof, the division shall, without further certification or verification, issue to the public agency for a fee of \$ 2.00 a junk title certificate thereto, with proper assignment thereon, which shall be assigned and delivered to the purchaser of the vehicle at public sale.

***N.J. Stat. § 39:10A-4 (2010)***

§ 39:10A-4. Execution and delivery of application for certificate of ownership; issuance of certificate; fee

Upon the sale of any motor vehicle for which no junk title certificate shall have been issued, the public agency shall execute and deliver to the purchaser an application for certificate of ownership prescribed by the director in the same form and manner as provided in Revised Statutes 39:10-15, which shall also contain the name and address, if known, of the former owner. Such application shall be accepted by the director for issuance of a certificate of ownership for a fee of \$ 3.00.

***N.J. Stat. § 39:10A-5 (2010)***

§ 39:10A-5. Sale as barring claims of interest; remission of proceeds of sale

Upon the sale of a motor vehicle pursuant to the provisions of this act all claims of interest therein shall be forever barred and the proceeds realized therefrom after payment of the expenses of possession and sale, shall be remitted to the treasury of the public agency as its sole property.

***N.J. Stat. § 39:10A-6 (2010)***

§ 39:10A-6. Rules and regulations

The Director of the Division of Motor Vehicles may make and promulgate rules and regulations to implement the provisions of this act.

***N.J. Stat. § 39:10A-7 (2010)***

§ 39:10A-7. Additional remedy

This act is intended to provide an additional remedy and shall not be construed to supersede procedures provided under any other act.



# New Jersey Motor Vehicle Commission

State of New Jersey  
P.O. Box 017  
Trenton, NJ 08666-0017  
1-888-486-3339 x5069

## Report of Possession of Abandoned Vehicle by Public Agency and Request for Junk Title Certificate

Date of Request: \_\_\_\_\_

The undersigned authorized representative of the below named Public Agency hereby certifies that the following described motor vehicle was found abandoned within our jurisdiction and further certifies, in accordance with N.J.S.A. 39:10A-3, that such vehicle is incapable of being operated safely or of being put in safe operational condition except at cost in excess of the value thereof.

**Note:** Before submitting this application you are required to first check with National Crime Information Center (NCIC) to determine if this may be a stolen vehicle.

**In accordance with the provisions of N.J.S.A. 39:10A-1, the following requirements have been completed (check all that has been completed).**

Public Agency	Storage Facility
<input type="checkbox"/> -NCIC Checked	<input type="checkbox"/> - Storage Facility Notified Owner
<input type="checkbox"/> -Public Agency Notified Owner	<input type="checkbox"/> - Storage Facility Notified Lienholder
<input type="checkbox"/> - Public Agency Notified Lienholder	
<input type="checkbox"/> -NICB Notified	

Vehicle	Vehicle Identification Number	Body Type	
	Year	Make	Model

Pursuant to N.J.S.A. 39:10A-1 et seq., the undersigned submits the above information to the Chief Administrator of the Motor Vehicle Commission in order to obtain a Junk Title Certificate for assignment to the purchaser at public sale.

Public Agency	Name of Agency	15 Digit NJ Corrcode		
	Street Address	City	State	Zip
	Signature of Authorized Representative			Date

Information	Name & Address of Owner	Registration Plate Number
	Name & Address of Lienholder	

**Mail Completed Form To:** NJ Motor Vehicle Commission  
Special Titles/Abandoned Unit  
225 East State St.  
P.O. Box 017  
Trenton, NJ 08666-0017





# New Jersey Motor Vehicle Commission

State of New Jersey  
P.O. Box 017  
Trenton, NJ 08666-0017  
1-888-486-3339 x5069

## Report of Possession of Abandoned Vehicle by Public Agency

Date of Request: \_\_\_\_\_

The undersigned authorized representative of the below named Public Agency hereby certifies that the following described motor vehicle was found abandoned within our jurisdiction and, in accordance with the provisions of N.J.S.A. 39:10A-1 et seq, we have taken possession of same and hereby request verification of ownership and issuance of an application for certificate of ownership. **Note:** Before submitting this application you are required to first check with the National Crime Information Center (NCIC) to determine if this may be a stolen vehicle.

**In accordance with the provisions of N.J.S.A. 39:10A-1, the following requirements have been completed (check all that has been completed).**

Public Agency		Storage Facility
<input type="checkbox"/> -NCIC Checked	<input type="checkbox"/> -Public Agency Notified Storage Facility	<input type="checkbox"/> - Storage Facility Notified Owner
<input type="checkbox"/> -Public Agency Notified Owner	<input type="checkbox"/> -NICB Notified	<input type="checkbox"/> - Storage Facility Notified Lienholder

Vehicle	Vehicle Identification Number			Body Type
	Year	Make	Model	Mileage (No tenths)

Public Agency	Name of Agency		15 Digit NJ Corrcode	
	Street Address	City	State	Zip
	Signature of Authorized Person			
Date				

Information	Name & Address of Owner		Registration Plate Number
	Name & Address of Lienholder		
	Name & Address of Storage Facility/Tower		

### Title Requirements - For Informational Purposes Only

Pursuant to N.J.S.A. 39:10A-1, when a motor vehicle remains unclaimed by the owner or other person having a legal right thereto for a period of 20 days, and the vehicle cannot be certified for a junk title certificate, it may be sold at auction in a public place. When a motor vehicle remains unclaimed by the owner or other person having a legal right thereto for a period of 15 days and the vehicle can be certified for a junk title certificate, it may be sold at auction in a public place. Notice of the sale must be given by certified mail, return receipt requested, to the owner, if known, and to the holder of security interest, if any. **The public agency must provide notice** of sale by publication, in a form prescribed by the Chief Administrator of the Motor Vehicle Commission by one insertion at least 5 days before the date of sale in one or more newspapers published in this state and circulating in the municipality in which such motor vehicle is held. Pursuant to N.J.S.A. 39:10A-2, at any time prior to sale the owner or other person entitled to thereto may reclaim possession of the motor vehicle upon payment of the reasonable costs of removal and storage of the vehicle and any fine or penalty and court costs assessed against him for a violation which gave rise to the seizure or taking possession of such vehicle. If the person storing the vehicle fails to provide notice to the owner of record and to the security interest holder within 30 days of the date on which the storage facility received the notice from the public agency, the maximum amount that person may charge the owner of record or the security interest holder for storing the vehicle shall be \$750, provided that the owner of the vehicle or security interest holder submits a proper claim for the vehicle not later than the 30<sup>th</sup> day following the date the notice is delivered from the public agency to the person storing the vehicle.



STATE OF NEW JERSEY

1-888-486-3339 ext. 5069 (in state)

1-609-292-6500 ext. 5069 (out of state)

## Instructions to Implement the Abandoned Vessel Disposition Law

***\*\* Please note that each case is unique and additional documents may be required upon request. \*\****

### **Purpose and Authority:**

These instructions implement the Abandoned Vessel Disposition Law (N.J.S.A. 12:7C-7 et seq.) which provides property owners with a mechanism for legal acquisition and disposition of vessels abandoned upon their property; however, this is not a substitute for the settlement of disputes between the property owner and vessel owner.

### **Provisions:**

Pursuant to N.J.S.A. 12:7C-9, it is unlawful for any owner to abandon any vessel to or upon public land or waters of this State, including any municipal waterway, to or upon any municipally-owned land, or upon any private property, or the water immediately adjacent thereto without the consent of the official designated by law to have jurisdiction over such public land or waterway, or the owner or other person in charge of the private property except when an emergency exists.

A vessel which has remained moored, grounded, docked, or otherwise attached or fastened to or upon any public land or waterway or any private property without such consent for a period of more than 30 days, or which is submerged partially or completely into the water for a period of time, shall be deemed abandoned and may be impounded if an official authorized by statute or ordinance to enforce regulations related to municipal waterways or a law enforcement officer having enforcement authority has reason to believe that the vessel has been abandoned.

The vessel may be removed from a municipal waterway by, or at the direction of, the municipality or harbor commission and may be impounded and removed to a storage space, and its registration plates seized.

The owner shall be responsible for the cost of the removal, transportation, storage or disposal, and any other incidental costs associated with the impounded vessel.

Whenever a vessel is removed, the official designated by law to have jurisdiction over the municipal waterway shall file an incident report with the New Jersey Motor Vehicle Commission (MVC).

Pursuant to N.J.S.A. 12:7C-10, if the owner of the vessel fails to claim the impounded vessel and pay the reasonable costs of removal and storage by midnight of the 30<sup>th</sup> day following impoundment, it shall be prima facie evidence of abandonment and shall establish a rebuttable presumption that the vehicle is abandoned. A landowner, his lessee, or his agent or a municipality or harbor commission, in the case of a municipal waterway, may institute proceedings to acquire title to any abandoned vessel on his land or the water immediately adjacent thereto in the case of a landowner, his lessee, or his agent, or which has become abandoned in a municipal waterway, in the case of a municipality or harbor commission. The acquisition of title divests any other person and any other legal entity, including lienholders, of any interest in the vessel.

At any time prior to the final acquisition of title by the landowner, his lessee, his agent, or a municipality or harbor commission, the owner or a lessor or holder of a lien on the vessel may reclaim possession of it upon payment of the reasonable costs of removal and storage of the vessel and any outstanding penalties and court costs assessed against him; provided, however, that if it is a lessor or the holder of a lien who is reclaiming the vessel, he may reclaim the vessel without payment for the storage but shall pay the costs of removal. In such cases, the owner of the vessel shall be liable for all outstanding costs, fines and penalties, and the municipality shall have a lien against the property and income of that violator for the total amount of those outstanding costs, fines, and penalties if the vessel has been abandoned in a municipal waterway or on municipally-owned land.

## Procedure and Requirements to Acquire Title:

**If the abandoned vessel has a New Jersey boat registration number**, the applicant must furnish a "Vehicle Registration Application Request" Form DO-11A along with a \$15.00 check or money order made payable to "NJ MVC" (no cash). Mail documents to the following address: NJ Motor Vehicle Commission (MVC), Data Output, 225 E. State Street, Trenton, NJ, 08666.

Upon receipt of registration information from the MVC, the applicant must determine whether the vessel was used for commercial or non-commercial purposes.

1

**If the Registration Code (Reg Code) on the Registration Application is a Code 81** the vessel was used for *non-commercial purposes*. In this case, the applicant must contact the County Recording Officer of the county in which the registered owner resides and request a certificate of search pertaining to lienholders on the vessel. The applicant shall comply with the procedures and fees of the County Officer. Note: Some counties may require the applicant to utilize title search companies.

**If the Registration Code (Reg Code) on the Registration Application is anything other than Code 81**, the vessel was used for *commercial purposes*. In this case, the applicant must contact the Secretary of State, Division of Commercial Recording, P.O. Box 303, Trenton, NJ, 08625 and request the Secretary of State to supply him/her with a certificate of search pertaining to lienholders on the vessel.

**If the abandoned vessel has a boat registration number from a state other than New Jersey or does not have a boat registration number** or other obvious owner identification (e.g. papers, identification documents aboard, etc.), a search must be made for a vessel documentation number on the main beam of the vessel. If a number is found, the applicant must contact the U.S. Coast Guard, National Vessel Documentation Center, 2039 Stonewall Jackson Drive, Falling Waters, West Virginia, 25419, and request that the Coast Guard furnish him/her with the name(s) and address of the owner and lienholder, if any.

2

The applicant must also request a lien search with the New Jersey MVC. Lien Search Application (DO-22) with a \$15 check or money order payable to "NJ MVC" is required to be submitted. If there is no record in New Jersey, we will perform an additional search, and if a record is found you will be notified. If no records are found, a certified search from the Motor Vehicle Authority of New York, Delaware, Pennsylvania, Connecticut and Maryland will be required. Submit your lien search request with one of the documents listed in step 3.

3

**If the vessel was abandoned on private property**, a notarized statement is required stating how and when you came into possession of the vessel. The statement must contain a complete description of the vessel, the applicant's name and address, the current date, and the applicant's signature.

**If the vessel was abandoned at a marina** and the marina owner entered into a storage contract with the vessel owner, a copy of the contract(s) is/are required if in existence. In cases where the marina owner has made repairs to the vessel, a copy of the repair bill(s) is/are required.

**Do Not Continue** until you receive a response regarding steps 1 & 2. For assistance, call the telephone number listed on Page 1 of this procedure.

4

Upon receiving the certificate of search, the applicant must notify the vessel owner and any secured party or assignee thereof by mailing "Abandoned Vessel Notice" Form OS/SS-64. The notice must be sent United States Postal Service Certified Mail, Return Receipt requested. If the registered owner responds that the vehicle was sold or transferred to another person, the applicant shall then redirect the notice to the new owner. If no owner can be identified, or no secured party appears on the records of the Secretary of State, County Recording Officer, Motor Vehicle Commission, or the U.S. Coast Guard, the "Abandoned Vessel Notice" Form OS/SS-64 does not need to be sent. A copy of this notice and the signed return receipts are required to be submitted to this office. If returned undeliverable, the original, unopened envelope is required.

## Procedure and Requirements to Acquire Title: *(continued)*

5

At the same time as step 4, the applicant must place a notice in a newspaper that is published and circulated within the county and/or municipality where the vessel is located. The newspaper advertisement must describe the vessel by year, make, location of abandonment, and any identifying numbers (Hull Identification Number-HIN and/or Registration Number). Publication must also state that if the vessel is not claimed and removed within 30-days after the publication date, the applicant will apply for title in the applicant's name in accordance with the Abandoned Vessel Disposition Law, N.J.S.A. 12:7C-7 et seq. An affidavit of newspaper publication is required to be submitted to this office. Copies must be certified.

**Note:** The newspaper publication and letter (steps 4 & 5) shall not contain any statements conditioning the release of the vessel upon the payment of overdue repairs or storage costs with respect to the vessel.

6

If the vessel is not claimed and removed within 30 days after the publication date of the notice, the person, entity, municipality, or harbor commission desiring to acquire title shall apply to the MVC for transfer of title to the vessel.

7

The applicant may apply to the MVC for title to the vessel in his name by submitting a completed and notarized "Application for Title to an Abandoned Vessel" Form OS/SS-65 and a \$60.00 check or money order (no cash) made payable to: NJMVC. You may mail documents to the below address. Note: No title shall be issued if there is any dispute between the applicant and the owner of the vessel.

8

After review of your documents, the MVC may find it necessary for the vessel to have the Hull Identification Number (HIN) inspected by the NJ Marine State Police. If a HIN inspection is required, you will be contacted prior to issuance of the Certificate of Ownership. You must have the ISM/SS-10A completed by the Marine State Police.

9

After review and approval of all required documents, the MVC may issue the applicant title to the vessel in the form of a Certificate of Ownership. The acquisition of title to the vessel by the applicant divests any other person of any interest in the vessel.

***After making copies for your records,  
mail required documents to:***

NJ Motor Vehicle Commission  
Special Title/Abandoned Unit  
225 East State Street  
P.O. Box 017  
Trenton, New Jersey 08666-0017

*On the Road to Excellence*

[www.njmvc.gov](http://www.njmvc.gov)

*New Jersey is an Equal Opportunity Employer*



# New Jersey Motor Vehicle Commission

NJ MVC/Abandoned Unit  
P.O. Box 017  
Trenton, NJ 08666-0017

STATE OF NEW JERSEY

1-888-486-3339 ext. 5069 (in state)

1-609-292-6500 ext. 5069 (out of state)

Date of Application: \_\_\_\_\_

## Application for Title to an Abandoned Vessel

Applicant	Last Name	First Name	Middle Initial
	Street Address	City	State Zip
	NJ Driver License No. (if Business-Corpcode)		

Vessel Identification	Name, <i>if any</i>	Hull Identification Number (HIN)		
	State Boat Registration Number	U.S. Coast Guard Documentation Number, <i>if any</i>		
	Year	Make	Length	Hull Material
	Type (Cabin, open, etc.)	Fuel Used (Gasoline, diesel, etc.)	Propulsion (Inboard, outboard, i/o, etc)	
	Date Vessel Abandoned without Permission	Location Vessel Abandoned		

Ownership of Vessel	Owner Name (Last, First)
	Owners Address
	<b>Ascertained Ownership Information From (<i>check and complete statements as necessary</i>):</b>
	<input type="checkbox"/> -Boat registration information from the NJ MVC or the State of: _____ (attach copies).
	<input type="checkbox"/> -A vessel documentation check by the U.S. Coast Guard (attach copy).
<input type="checkbox"/> -Through the following means in the absence of the foregoing, or based upon ownership information received: ( <i>Describe in full, what you did and attach letters or other substantiating data as appropriate. Use extra sheets if necessary.</i> )	
_____	
_____	
_____	
_____	
_____	

<b>Lienholder Information</b>	<b>Ascertained Lienholder Information From</b> <i>(check and complete statements as necessary):</i> <input type="checkbox"/> -The Secretary of State of New Jersey responded that a lien is held on this commercially used vessel by: _____ <i>Name &amp; Address of Institution or Individual</i> <span style="float: right;"><i>(If not applicable or none, so state)</i></span>
	<input type="checkbox"/> -The recording officer of _____ County in the State of _____, wherein the <i>County</i> <span style="float: right;"><i>State</i></span> registered Vessel owner resides, responded that a lien is currently held on this pleasure used vessel by: _____ <i>Name &amp; Address of Institution or Individual</i> <span style="float: right;"><i>(If not applicable or none, so state)</i></span>
	<input type="checkbox"/> -The Authorities of the State of _____ have responded that a lien is held on this vessel by: <i>State</i> <i>Name &amp; Address of Institution or Individual</i> <span style="float: right;"><i>(If not applicable or none, so state)</i></span>
<b>Publication</b>	Date Notice Appeared in Newspaper
	Name and Address of Newspaper
	County & City in which Newspaper Circulates
<b>Notification</b>	<b>Notification to Owner &amp; Lienholder, if applicable (Form OS/SS-64)</b> <i>(check and complete statements as necessary)</i> <input type="checkbox"/> -I mailed a registered "Abandoned Vessel Notice" Form OS/SS-64 to the owner and lienholder (if applicable), in accordance with the provisions of the Abandoned Vessel Disposition Law (N.J.S.A. 12:7C-7, et seq.). The notice was mailed on: _____ <i>Date Notice Mailed</i> <input type="checkbox"/> -I was unable to ascertain the owner and lienholder (if applicable); therefore, I could not send the registered letter.

**State of New Jersey**

County of \_\_\_\_\_

**BEFORE ME**, the undersigned Notary, \_\_\_\_\_  
[name of Notary before whom affidavit is sworn], on this \_\_\_\_\_ [day of month] day of  
\_\_\_\_\_, [month], 20\_\_\_\_, personally appeared  
\_\_\_\_\_, [name of affiant], known to me to be a credible  
person and of lawful age, who being by me first duly sworn, on \_\_\_\_\_ [his or her] oath, deposes and says:

1. I submit this application to obtain a New Jersey title for the above-described vessel, which was impounded after remaining on public land or waterway, or private property, without the consent of the person in control of the property or waterway, for a period of more than thirty (30) days. The owner of the vessel failed to claim the vessel by midnight of the thirtieth day.

2. On \_\_\_\_\_, I placed notice in the above newspaper, describing the vessel, its location of abandonment, any identifying number, and stating that if the vessel is not claimed and removed within thirty (30) days after the publication date of the notice, I would apply for title to the vessel in my name under the Abandoned Vessel Disposition Law (N.J.S.A. 12:7C-7, et seq.). To date, there has been no response to my public notice.

3. Check one:

\_\_\_ On \_\_\_\_\_, I mailed a registered Abandoned Vessel Notice (OS/SS-64) to the owner and to the vessel lienholder (if applicable), stating that if ownership is not claimed and the vessel not removed within thirty (30) days, title to the vessel will be applied for in my name. To date, there has been no response to my registered notice(s);

\_\_\_ The owner has responded; See response.

\_\_\_ I was unable to ascertain the owner (or lienholder) and I could not send a registered letter requesting removal of the vessel.

4. To the best of my knowledge, this vessel is not the subject of any court action in which ownership, unpaid storage or repair bills are in dispute.

5. Accordingly, having complied with all applicable provisions of the law governing the disposition of abandoned vessels within the waters of the State of New Jersey, I hereby request that title to the vessel abandoned for more than thirty days, as described herein, be issued to me.

\_\_\_\_\_  
*[signature of affiant]*

\_\_\_\_\_  
*[typed name of affiant]*

\_\_\_\_\_  
*[address of affiant, line 1]*

\_\_\_\_\_  
*[address of affiant, line 2]*

Subscribed and sworn to before me, this \_\_\_\_\_ *[day of month]*

day of \_\_\_\_\_ *[month]*, 20\_\_\_\_.

*[Notary Seal:]*

\_\_\_\_\_  
*[signature of Notary]*

\_\_\_\_\_  
*[typed name of Notary]*

NOTARY PUBLIC

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

Applicant Last Name: \_\_\_\_\_

## Abandoned Vessel Checklist

Use the below checklist as a guide as it may be useful to ensure that you have met all the requirements of the Abandoned Vessel Procedure. To ensure your request is processed in a timely manner, please only submit complete and accurate documents. If you have any questions or concerns, please contact the telephone number listed prior to submitting your request. **This checklist must be submitted with your completed request.**

**Please Note:** Each case is unique and is handled on an individual basis. Additional documents may be required upon request.

- 
- ☐ - Boat ownership information furnished by the NJ MVC or the State of \_\_\_\_\_.
  - ☐ - U.S. Coast Guard Documentation Number Certification (if applicable).
  - ☐ - Certificate of Search, State of New Jersey (if applicable).
  - ☐ - Certificate of Search, County of \_\_\_\_\_.
  - ☐ - Affidavit of Newspaper Publication with actual Newspaper Publication (a clipping).
  - ☐ - Original registered Abandoned Vessel Notice(s) (Form OS/SS-64) sent to the Owner and Lienholder (if applicable) AND the original signed return receipts. If envelope was returned as undeliverable, the original, unopened envelope with US Postal Service notation is required.
  - ☐ - If applicable, A Copy of Contract and/or Repair-Storage Bill(s).
  - ☐ - *If abandoned on Private Property*, a notarized letter stating how the applicant came into possession of the vessel.
  - ☐ - Check or money order in the amount of \$60.00 made payable to: NJ MVC.
  - ☐ - Application for Certificate of Vessel or Hull Ownership (Form OS/SS-27).
  - ☐ - Application for Title to Abandoned Vessel (Form OS/SS-65).
  - ☐ - Hull Identification Number (HIN) Investigation Report, Form OS/SS-10A (if applicable).
-



**SOLID WASTE ORIGIN AND DISPOSAL FORM****A. Transporter Section** *(To be completed by the Transporter prior to transport to the disposal site)*

1. Name of Registered Transporter: _____		Phone No. _____		2. NJDEP Registration No.: _____	
3. Type of Transporter Registration: (Check One) <input type="checkbox"/> A-901 Licensed <input type="checkbox"/> Registered self-generator <input type="checkbox"/> Registration Exempt					
4. Waste Self-Generated: (Check One) <input type="checkbox"/> YES <input type="checkbox"/> NO					
5. Name of LESSOR if the solid waste vehicle is leased: _____					
6. <u>Decal No.</u>	<u>Type</u>	<u>License Plate No.</u>	<u>Capacity</u>	<u>Leased – Yes or No</u>	7. A. <u>Waste Types</u> (Please circle)
_____	Cab or Single Unit	_____	_____	_____	ID 10 ID 13 ID 13C ID 23
_____	Container	N/A	_____	_____	ID 25 ID 27 ID 27A ID 27I
_____	Trailer	_____	_____	_____	Other: _____
8. Transporter to complete waste origin information.					B. <u>Source Separated Recyclables</u> : (Please circle)
<u>Municipality (ies)</u>	<u>County(ies)</u>	<u>State</u>	<u>% of Total Load</u>		Paper / Corrugated / Glass / Metal / Plastics
_____	_____	_____	_____		Concrete / Asphalt / Wood / Yard Material
_____	_____	_____	_____		Other: _____
_____	_____	_____	_____		
_____	_____	_____	_____		
9. Date Waste Collected: _____					* Sending Facility: <i>(If solid waste is transported from a solid waste intermodal, transfer, or material recovery facility, list the facility name in the Municipality column, ID # in the County column and the State in which the sending facility is located in the State column.)</i>
10. Transporter's Certification: <i>I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE TO THE BEST OF MY KNOWLEDGE.</i>					
PRINT DRIVER'S NAME		SIGNATURE		DATE	

**B. Disposal Destinations**

11. Final Disposal Facility Name & State (Transporter Completes 11 & 12): _____	
12. Non Hazardous Manifest # or Bill of Lading # or Pull Ticket #: _____	
13. In State weigh location (Weigh master completes 13 through 16): _____	
14. GROSS WT.: _____	NET WT. (IN STATE DISPOSAL ONLY): _____
15. SCALE TICKET No. (IN STATE DISPOSAL ONLY): _____	
16. Weigh master's Certification: <i>I CERTIFY THAT THIS FORM HAS BEEN COMPLETED BY THE REGISTERED TRANSPORTER IDENTIFIED ABOVE, AND THAT THE GROSS WEIGHT FIGURE IS TRUE AND ACCURATE FOR LOADS GOING OUT OF STATE.</i>	
SIGNATURE: _____	DATE: _____

**C. In State Disposal Facility Section** *(To be completed by facility operator for loads disposed of in State only)*

17. New Jersey Receiving Facility Operator Certification: <i>I CERTIFY THAT THIS FORM HAS BEEN COMPLETED BY THE REGISTERED TRANSPORTER IDENTIFIED ABOVE, AND THAT THE WASTE AS IDENTIFIED BY THE TRANSPORTER IS PERMITTED TO BE DISPOSED OF AT THIS FACILITY</i>			
Receiving Facility Permit or ID#.: _____	DATE _____	TIME _____	OPERATOR'S STAMP OR SIGNATURE _____

### Instructions for completing NJDEP Solid Waste Origin And Disposal Form

1. **Name of Registered Transporter and Phone Number:** The transporter must use the registered trade name of the transporter as identified on the NJDEP Solid Waste Transporter Registration along with the appropriate telephone number (including area code) of the company. Nicknames, aliases and abbreviations are not acceptable.
2. **NJDEP registration No.:** The correct NJDEP Solid Waste Transporter Registration Number must be filled out. This number appears on the registration certificate which must be carried with the vehicle.
3. **Type of Transporter Registration:** The appropriate box must be checked depending on whether the transporter is licensed, is a self generator exempted from licensing requirements, or the vehicle is not subject to NJDEP registration requirements.
4. **Waste Self Generated:** The appropriate box must be checked to disclose whether the waste was self generated by the entity performing the transportation.
5. **Name of LESSOR if the solid waste vehicle is leased:** The name of the lessor as indicated on the lease must be filled in if the vehicle is leased. The lease must be carried in the registered vehicle.
6. **Decal No., Type, License Plate No., Capacity, and Leased:** The decal number must be filled in for the appropriate type of registered equipment (i.e. container, trailer, cab, etc.). The License plate must also be filled in for the appropriate equipment along with the capacity (i.e. 30 cubic yard container). Yes or No must be filled in next to the appropriate type of equipment to indicate if it is leased.
7. **Waste Types and Source Separated Recyclables:** The transporter must indicate the type(s) of waste being transported by circling the appropriate waste types. An example of "other" would be non hazardous bulk liquid (type 72) for example. If a load consists of source separated recyclables the transporter must circle the appropriate material. If the load consists of more than one co-mingled type of recyclable, "co-mingled" must be indicated under the "Other" section along with the approximate percentages (i.e. co-mingled paper 25%, metal 50%, plastics 25%)
8. **Municipality, County State, % of Load:** The transporter must identify the waste origin by municipality, county, and state along with the respective percentage of each waste origin. In the event waste is transported from one solid waste facility to another (for example from a transfer station to a landfill for disposal) the transporter must indicate the sending facility's name in the municipality column, the facility permit # in the County column, and the State in which the sending facility is located in the State column, in addition to the waste origin(s). The percentage of waste sent from a single solid waste facility such as a transfer station should be recorded as 100%.
9. **Date Waste Collected:** The transporter must fill in the actual date the solid waste was collected.
10. **Transporter's Certification:** The driver representing the transporter must print and sign his/her name and date to certify the information in the Transporter Section was completed accurately.
11. **Final Disposal Facility Name & State:** The transporter must fill in the final disposal facility name and State in which the facility is located.
12. **Non Hazardous Manifest # or Bill of Lading # or Pull Ticket #:** The transporter must identify the appropriate manifest or bill of lading number for loads being transported for out of State disposal. The pull ticket number must be recorded for all loads where such a document is generated.
13. **In State weigh location:** The weigh master must complete the location of the weighing facility. For most instances of in State disposal this is the same location as the disposal facility, however in cases involving loads being transported out of State, the weigh location may be designated to be a location other than a disposal facility.
14. **Gross Wt. And Net Wt.:** The weigh master must complete the gross weight for all vehicles transporting waste and recyclables into solid waste facilities within this State. The gross weight must also be completed for all loads destined for out of State waste disposal facilities. The net weight must be recorded for all loads being disposed of in this State.
15. **Scale ticket #.** The weigh master must record the appropriate scale ticket # generated for loads received for disposal within this State.
16. **Weigh master's Certification:** The weigh master must certify the information he or she recorded is accurate.
17. **New Jersey Receiving Facility Operator Certification:** The person responsible for recording information for loads received at New Jersey solid waste facilities must fill in the facility number the date and time and stamp or sign the the form to certify the form was completed by the transporter and that the waste identified by the transporter is permitted to be accepted at the facility for disposal.

Failure to carefully follow these instructions in accurately completing the Solid Waste Origin and Disposal Form can lead to enforcement action including penalties.

Waste Type ID 10 = municipal solid waste

Waste Type ID 13 = bulky solid waste

Waste Type ID 13C = construction & demolition debris

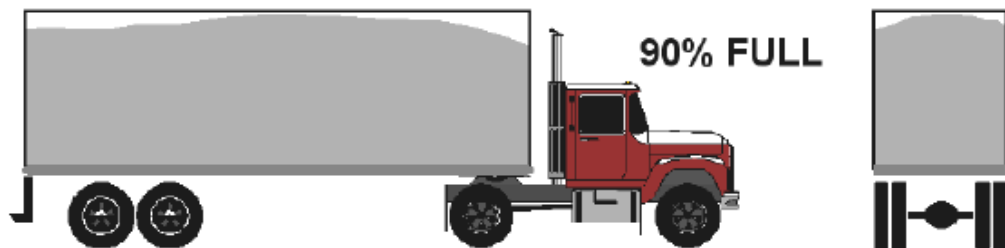
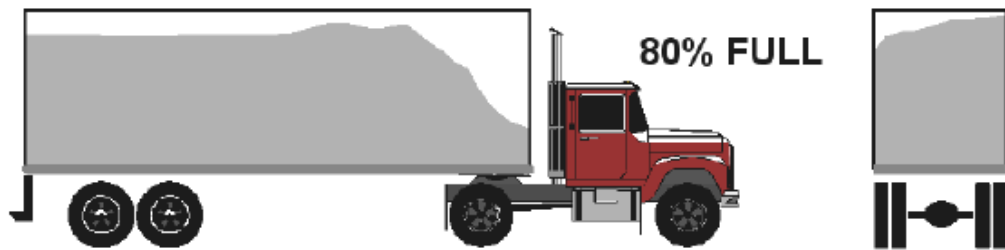
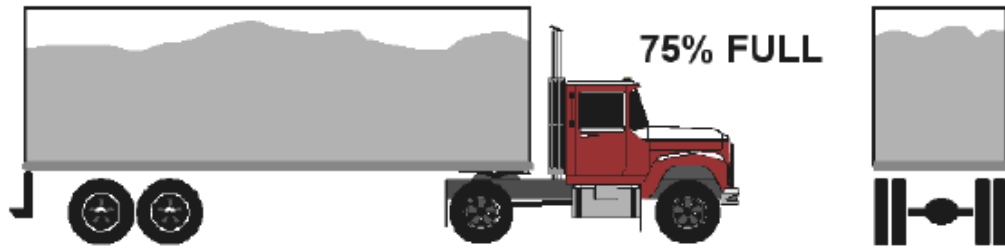
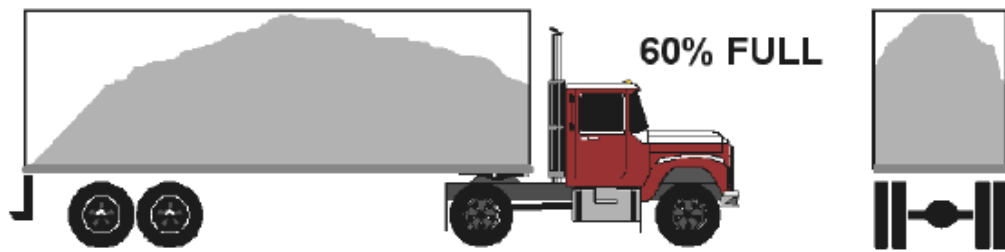
Waste Type ID 23 = vegetative waste

Waste Type ID 25 = animal and food processing waste

Waste Type ID 27 = dry industrial waste

Waste Type ID 27A = asbestos containing waste

Waste Type ID 27I = incinerator ash



**ATTACHMENT 10**

**RIGHT OF ENTRY AGREEMENT FORM**

**(Note: Use Exhibit K from previous contract)**

I/We \_\_\_\_\_, the owner(s) of the property commonly identified as \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_,  
State of \_\_\_\_\_; do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of \_\_\_\_\_, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property. It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City/County of \_\_\_\_\_, State of \_\_\_\_\_, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have \_\_\_\_\_, have not \_\_\_\_\_) (will \_\_\_\_\_, will not \_\_\_\_\_) received any compensation for debris removal from any other source including SBA, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Telephone Number and Address*

\_\_\_\_\_  
*Owner*

\_\_\_\_\_  
*Owner*

\_\_\_\_\_  
*Telephone Number and Address*

## **NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION EMERGENCY DEBRIS PLANNING FACT SHEET**

Recent natural disasters, such as Hurricane Irene, the October 2011 Nor'easter, and the June 2012 Derecho, have challenged New Jersey municipalities and counties to safely and timely collect, stage, and transport offsite the large amount of vegetative and waste debris generated by these events. These and other recent disasters point out the need for local and county agencies to review regularly and revise, if necessary, their emergency debris management plans. The Department believes all debris management plans at a minimum should address the following areas:

- General Debris Handling and Waste Prioritization
- Pre-Approved Temporary Staging Areas for Vegetative and Waste Debris
- Emergency Debris Removal & Transportation Contracts
- Communications and Information Resources for local officials, residents & businesses
- Personnel Training

In addition to the information provided below, FEMA has numerous municipal debris removal guidance documents at the following web site:

[http://www.fema.gov/government/grant/pa/debris\\_main.shtm](http://www.fema.gov/government/grant/pa/debris_main.shtm)

### **A. General Debris and Waste Handling & Prioritization**

Depending on the severity of the disaster, it will not be possible to address the pickup and disposal of all generated debris in a timely manner in addition to regular garbage pick up activities. Every municipal and county debris management plan should, therefore, focus first on clearing the debris that hinders immediate lifesaving and emergency response actions and that poses an immediate threat to health and safety. Once such debris is addressed, other debris can be removed, segregated, temporarily staged (if necessary), and then transported to a disposal facility. County/Municipal debris management plans should consider the order in which this non-emergency waste will be collected and alert residents of any expected delay in garbage collection (see also "Garbage Delay Fact Sheet included).

Residents need to be advised that waste materials should be separated by type to facilitate prompt removal. It is especially important to properly separate out and bag putrescible materials (for example, food wastes and other waste that cause odors and/or attract insects, rodents and other animals) so that they may be picked up on a priority basis. Additionally, household hazardous waste and e-waste (for example TVs and computers) must be separated from other wastes so that they may be handled in an environmentally safe manner. Lastly, waste and debris should not be placed in the road, block mailboxes, electric and water meters, fire hydrants, storm drains, or areas prone to flooding. Residents should also be made aware that during the debris removal process they may experience increased traffic and noise.

Waste separation at the debris management area is important to minimize odors and rodent or other vector problems, and to protect the workers and the public who may come in contact with waste materials. Coordination with the county Office of Emergency Management (OEM), county

household hazardous waste program, and county & local health departments is essential and all parties should participate in the planning process.

In addition, materials which can be recycled such as tree branches, certain construction and demolition debris, and white goods should be separated from those that must be disposed of as waste. This will facilitate the flow of these materials to recycling facilities and reduce the burden on solid waste disposal operations. Separation of waste by type may also reduce costs, as generally waste disposal costs more than recycling.

## **B. Debris Management Areas**

Municipalities and counties should identify in advance of an emergency appropriate debris management areas that can be used to stage and/or process excess materials. Please be aware that the use of such areas must comply with FEMA requirements in order to receive FEMA reimbursement, including NJDEP approval of those areas. NJDEP has a pre-approval process to assist towns and counties to select the appropriate sites in advance of emergencies, which is explained in the next section, “Obtaining Pre-Approval of Debris Management Areas.” Identification of debris management areas should be appended to both the municipal and county OEM planning documents for reference. This will allow post-emergency/recovery clean-up efforts to begin early and proceed in an efficient manner. For towns with no appropriate areas for managing debris or towns with small populations, it is essential to identify appropriate regional debris management areas that can be used and agreed upon by all parties before an emergent situation arises.

Debris management areas should only be located at sites which can be secured and under no circumstance should they be located within a flood hazard area. Prior approval from the local Office of Emergency Management, the local Fire Marshall, and the Pinelands Commission, if applicable, are necessary for a debris management area to be approved by the Department. Additional considerations for siting a debris management area are as follows:

- Putrescible solid waste debris, some types of construction and demolition debris (such as wallboard, gypsum, and sheetrock),hazardous waste debris, including household hazardous waste, and e-Waste must be stored on a paved area or in containers. The entire debris staging area does not have to be paved, but the areas for staging/storing these types of solid waste and hazardous waste debris must be paved;
- Vegetative debris, white goods (ie refrigerators, washers and dryers), masonry debris (concrete, brick, and block), and construction and demolition wood waste do not need to be stored on a paved area;
- Avoid managing waste in other environmentally sensitive areas and historic/archeological sites;
- Avoid choosing debris management areas near residences, schools, and hospitals. Local tolerance of impacts from noise, dust, and traffic significantly diminish over time;

- Use public lands first to avoid costly leases. Use private land only if public sites are unavailable;
- Look for sites with good ingress/egress to accommodate heavy truck traffic and that have a site configuration that will allow for an efficient layout;
- Consider siting a debris management area on a closed municipal landfill, if available. Please note that additional approvals may be necessary from the Bureau of Landfills & Hazardous Waste Permitting; and
- Conduct a baseline environmental survey before debris operations begin so the site can be returned to those conditions at the conclusion of the debris operations. The baseline environmental survey should document physical features, historic significance, and environmental sampling (soil and water). Digital photos can be helpful and are recommended.

### **C. Obtaining Pre-Approval of Debris Management Areas**

The temporary storage of debris (waste and vegetative) may not be conducted without approval from the Department's Solid and Hazardous Waste Management Program. Therefore the DEP recommends seeking an approval for a debris management area in advance of a storm event.

To obtain a pre-approval of a debris management area, the following information must be provided:

- Location of the site, including street address and what the site is normally used for
- Certification that the areas used to stage/store putrescible solid waste debris, wallboard, gypsum, and sheetrock, and hazardous waste debris (including household hazardous waste and e-waste) are paved. Areas used for staging vegetative debris, white goods, masonry debris, and construction and demolition wood waste do not need to be paved.
- Certification that the Debris Management Area is secured and not located within a flood hazard area or a Pinelands Management Area. If the staging area is to be located within a Pinelands Management Area, prior approval from the Pinelands Commission must be obtained.
- Anticipated height of debris storage and maximum volume of storage area
- A description of the processing activities that will be conducted at this site. Processing (ie chipping and shredding) of vegetative debris is permitted at debris management areas provided all processing equipment has a valid Air Pollution Control Permit and the municipality or county has a dust management plan containing measures to be implemented if dust is generated during processing. Processing, with the exception of non-mechanized processing systems, of solid waste or household hazardous waste is not permitted at debris management areas. Removal of refrigerants from white goods is allowed at debris management areas, in accordance with applicable regulations.
- Documentation of endorsement by the county Office of Emergency Management
- Approval by the local Fire Marshall

- For properties not owned by the county or municipality, documentation of an agreement with the property owner for use of the property.
- Contact information for the individual responsible for the debris management area

The above information should be sent to the following address:

Mary Jo Aiello, Director  
Solid and Hazardous Waste Management Program  
P.O. Box 420  
Mail Code 401-02C  
Trenton, NJ 08625  
(609) 633-9839 (fax)

Use of a debris management area can only occur when both an Executive Order has been signed by the Governor declaring a state of emergency in the county in which the debris management area is located and an Administrative Order has been signed by the Department's Commissioner allowing the relaxation of certain Solid Waste Management Rules. Without these documents, use of a debris management area constitutes an illegal solid waste disposal facility under the Solid Waste Management Rules and subjects the county or municipality to appropriate enforcement action.

Upon signature of the above documents, counties and municipalities with pre-approved debris management areas may begin using them to manage debris generated by the emergency in accordance with their Department approval. They need only notify the Department prior to starting debris management operations at the site. This notification may take the form of an e-mail to [solidwasteemergencies@dep.state.nj.us](mailto:solidwasteemergencies@dep.state.nj.us) or a fax to (609) 984-0565 *and must include* an estimate of the length of time the debris management area will be in operation. Since time is of the essence during an emergency event, there is no need to wait for acknowledgement of your notification from the Department prior to using a pre-approved debris management area. The Department will follow-up in a timely manner with each county or municipality that provides a notification.

If a county or municipality does not obtain pre-approval of a debris management area and needs to temporarily manage debris subsequent to an emergency event, the above information must be submitted to the Department and written approval must be obtained prior to the debris management area being utilized. Under no circumstances can debris be managed at a site without Departmental approval.

Due to the nature of putrescible solid waste, pre-approved debris management areas used for the storage of putrescible solid waste may only be operated for an initial period of 7 days. Additional operational time beyond the initial 7 day pre-approval may be requested of the Department.

Debris management areas for vegetative debris, white goods, masonry debris, construction and demolition wood waste, e-waste, and hazardous waste may be operated under a pre-approval for a period of 60 days. At the end of the 60 day period, all debris and waste must have been



removed to an appropriate recycling or disposal facility. If additional storage time is required, approval from the Department must be obtained prior to the expiration of the 60 day pre-approved period. Debris management areas that are allowed to operate beyond the initial 60 day pre-approved period may be required to implement storm water control measures such as containerizing certain wastes, covering non-containerized wastes, and containment and perimeter controls (i.e. sediment fencing, hay bales, absorbent booms, etc.) for the entire site.

#### **D. Debris Removal & Transportation Contracts**

It is often necessary during an emergency that generates significant quantities of debris to utilize additional transportation equipment and/or debris removal services. A municipality or county should inventory its governmental vehicles that can be put into service to assist in debris removal and disposal. Additionally, contracts with emergency debris contractors for removal services should be reviewed and amended if necessary to ensure that such services will be available, especially if the emergency event is regional in nature. Contracts covering waste transportation should only be made with companies that use or are licensed solid waste transporters. This is not required for contracts for recyclable materials transport. Lastly, it is important to know if the contractor is also obligated to assist other municipalities or counties to determine if they will have adequate capacity to respond to all calls for assistance during an emergency.

The Department maintains a list of licensed solid waste transporters that is available on the Licensing and Registration web site <http://www.nj.gov/dep/dshw/hwr/regislic/lru.htm>. Choose the report titled "Report - Registered Solid Waste Transporters and Capabilities" from the drop-down listing of available resources at the bottom of the web page.

#### **E. Communications and Information Resources**

Municipal/county debris management plans should address how communication between all levels of government and emergency responders will be handled and where additional information can be obtained.

It is especially important to consider how information will be shared with residents during the initial stage of debris response. Such communication is necessary to alert residents of possible delays in garbage collection and the need for separation of and proper placement of debris.

The Department's Solid and Hazardous Waste Management Program maintains an e-mail account for solid and hazardous waste emergencies. Any correspondence with the Solid and Hazardous Waste Management Program can be conducted via that e-mail account at [solidwasteemergencies@dep.state.nj.us](mailto:solidwasteemergencies@dep.state.nj.us). All official correspondence from the Department concerning relaxation of rules during an emergency event will be sent out from this e-mail address. In addition, all information regarding an emergency event will be posted on the Department's web page at [www.state.nj.us/dep](http://www.state.nj.us/dep).

## **F. Personnel Training**

All personnel conducting debris operations must be trained, at a minimum, on items such as identification of hazards and proper use of personal protective equipment. Additional training specific to the job duties of all personnel must be conducted to ensure the health and safety of the staff and residents using the site.

## **G. Recordkeeping**

To be reimbursed by FEMA you must maintain records of the amount of debris removed and the facilities it was sent to. FEMA will not reimburse without information regarding the destination facilities, including identification numbers. In addition, you must be able to provide FEMA with documentation of approval from the Department for your debris management operations.

## ATTACHMENT 13

### TEMPORARY DEBRIS MANAGEMENT AREA (TDMA) SETUP, OPERATION AND CLOSEOUT GUIDELINES

#### Temporary Debris Management Area (TDMA) Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the CONTRACTOR shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the CONTRACTOR begins operations and used during and after to ensure that site conditions are properly documented.

**TDMA Baseline Data Checklist. As directed by the AGENCY, the CONTRACTOR may be required to:**

Before activities begin:

- Take ground or aerial video/photographs
- Note important features, such as structures, fences, culverts, and landscaping
- Take random soil samples, **if required**
- Take random groundwater samples, **if required**
- Take water samples from existing wells, **if required**
- Check the site for volatile organic compounds, **if required**
- Comply with all Federal, State and Local permit conditions, as applicable

After activities begin:

- Establish groundwater-monitoring wells
- Take groundwater samples
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas
- Maintain construction entrance
- Perform dust control, if required
- Progressive updates:
  - Update videos/photographs
  - Update maps/sketches of site layout
  - Update quality assurance reports, fuel spill reports, etc.

#### TDMA Operations

Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six-inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The CONTRACTOR shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The CONTRACTOR shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs. Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal/disposal shall be viewed as a multi-staged operation with continuous volume reduction. There shall be no significant accumulation of debris at a TDMA. Instead, debris shall be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill.

The CONTRACTOR shall advise the AGENCY of all recycling plans that involve use of a TDMA. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to a landfill. Such recycling products will be measured in quantity and reported to the AGENCY.

### **TDMA Closeout Inspection**

Each site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The CONTRACTOR is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate AGENCY inspectors will monitor all closeout activities to ensure that the CONTRACTOR complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDMA operation. It should be noted that the Virginia Department of Environmental Quality Emergency Permits include closure and site restoration standards. DEQ Emergency Permit requirements must be met to ensure proper site closure and compliance will be a condition for reimbursement by FEMA and Federal Highway funding sources. Where sites are not properly closed or environmental releases occur, post-closure care may be mandated.

### **TDMA Closeout Planning**

The CONTRACTOR must assure the AGENCY that all TDMA are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

### **TDMA Remediation**

During the debris removal process and after the material has been removed from each of the TDMA, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The CONTRACTOR is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

### **TDMA Closeout Coordination**

The CONTRACTOR shall coordinate the following closeout requirements through the AGENCY staff:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.

- Establish an independent testing and monitoring program. The CONTRACTOR is responsible for environmental restoration of both public and leased sites. The CONTRACTOR shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate CONTRACTOR closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

#### **Temporary Debris Management Area (TDMA) Closure Checklist**

- Site number and location
- Date closure complete
- Household hazardous waste removed
- CONTRACTOR equipment and temporary structures removed
- CONTRACTOR petroleum spills remediated
- Ash piles removed
- Comparison of baseline information to conditions after the CONTRACTOR has vacated the temporary site
- Appendices
- Closure documents
- Contracting status reports
- Contract
- Testing results
- Correspondence
- Narrative responses