

**SPECIFICATIONS
FOR
BOROUGH OF BERNARDSVILLE
SOMERSET COUNTY, NEW JERSEY**

**Excavation of Test Pits to Determine Location of
Subsurface Utilities/Structures**

BIDS DUE: OCTOBER 12, 2023 2:00 PM

NAME OF BIDDER _____

September 2023

**Excavation of Test Pits to Determine Location of
Subsurface Utilities/Structures**

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
INSTRUCTIONS TO BIDDERS	2
INSURANCE REQUIREMENTS	5
AFFIRMATIVE ACTION INFORMATION	6
AFFIRMATIVE ACTION CERTIFICATION	8
STATEMENT OF OWNERSHIP	10
NON-COLLUSION AFFIDAVIT	11
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	12
BID CHECKLIST	13
SPECIFICATIONS AND PROPOSAL FORM	14
CONTRACTOR'S QUALIFICATION STATEMENT	16
SUBCONTRACTOR DECLARATION	18
GENERAL CONDITIONS	19
SUPPLEMENTARY CONDITIONS	21
SPECIAL CONDITIONS	23
CONTRACT	24

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT PROPOSALS FOR:

Excavation of Test Pits to Determine Location of Subsurface Utilities/Structures

will be received no later than October 12, 2023 at 2:00 P.M., prevailing time, at the Borough Clerk's Office, 166 Mine Brook Road (U.S. Route 202), Bernardsville New Jersey and publicly opened and read in the Council Room at the hour mentioned above.

Proposal forms, Instructions to Bidders, Specifications and other bidding documents may be obtained at the office of the Borough Clerk in the Municipal Building, 166 Mine Brook Road, Bernardsville, NJ or at <http://www.bernardsvilleboro.org/>

Bids must be properly and completely executed on the proposal forms furnished with the contract documents. Each bid shall be delivered in a sealed envelope, clearly marked on the outside with the name of the item being bid and delivered to the Borough Clerk's office at the place designated on or before the hour mentioned above.

All bids must be accompanied by a non-collusion affidavit, a statement of ownership, an affirmative action questionnaire, a site inspection affidavit and a New Jersey Business Registration Certificate.

All bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27 for affirmative action programs.

No proposal may be modified, withdrawn or canceled by the bidder for a period of sixty days subsequent to the opening of bids.

The Borough Council reserves the right to reject any and all bids and to make such awards as may be in the best interest of the Borough of Bernardsville. The Borough also reserves the right to waive any informality in any bid.

Please contact Kathy Redling at 908-766-3850 x122 should you have any questions.

Anthony Suriano
Borough Clerk

BOROUGH OF BERNARDSVILLE
INSTRUCTIONS TO BIDDERS

1. The bidder must be an individual, firm or partnership of recognized and established standing.
2. No proposal will be allowed to be withdrawn for any reason whatsoever after it has been presented to the Borough.
3. All bids must be submitted on the proposal form furnished with the contract documents. All proposals shall be typewritten or penned. Any exceptions to the bid must be noted on the proposal page or attached thereto.
4. Proposals must be enclosed in sealed envelopes, bearing on the outside the name and address of the bidder, and must be delivered at the time and place indicated on the Notice to Bidders.
5. Proposals may be hand delivered or mailed. In the case of mailed proposals, the Borough will not assume responsibility for proposals forwarded through the mail if lost in transit at any time before the opening. All proposals received after the designated date and time will be returned unopened to the bidder.
6. NOT APPLICABLE. If requested in the Notice to Bidders, the proposal must be accompanied with a bid deposit (Cashier's Check, Certified Check or Bid Bond) in an amount not less than 10% of the amount of bid, but not to exceed \$20,000, binding the bidder to execute a contract if awarded to him. The bid deposit of the bidder to whom a contract is awarded shall be retained until a contract is executed and the performance bond is furnished (if required). The deposits of all other bidders shall be returned within three (3) days of contract award.
7. NOT APPLICABLE. If the Notice to Bidders requires a performance bond, the proposal must be accompanied by a Consent of Surety containing the language indicated on the attached Consent of Surety Form.
8. All proposals must be accompanied by an executed Non-Collusion Affidavit, a Statement of Ownership and a Contractor's Qualification Statement.
9. NOT APPLICABLE. Site Inspection Affidavit must be submitted if it is required in the Notice to Bidders.
10. In addition to all bidders complying with the requirements of N.J.S.A.10:5-31 et seq. (P.L. 1975, Chapter 127), N.J.A.C. 17:27 for affirmative action programs (affirmative action requirements), the successful bidder must submit the following to the Borough:
 - a. An existing federally approved or sanctioned affirmative action program or
 - b. A certificate of Affirmative Action Employee Information Report Approval or
 - c. An Affirmative Action Employee Information Report (AA302) secured from the Purchasing Agent

11. The Borough of Bernardsville normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case more than 60 days. Exception to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All bidders are advised of this schedule since bids must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the Borough and the bidder.

12. The Borough reserves the right to reject any and all proposals and to make such awards as may be in its best interest. The Borough also reserves the right to waive any informalities or irregularities in any bid.

13. This contract, the general conditions, and the specifications which together form the contract documents are intended to fully cooperate with and complement each other. The contractor hereby represents that prior to the submission of his bid, they have read each and every clause and section of the contract documents and they have considered the same and all matters which can in any way affect performance under this agreement and made investigations relating thereto, and he agrees that he will not make any claim nor have any right to damages or extension of time for performance of this contract, or any other concession because of any misinterpretation or misunderstanding of this contract or the specifications or because of any lack of information.

14. Equal or Tie Proposal. The Borough reserves the right to award at their discretion to any of the tied bidders.

15. The Borough will notify the successful bidder of award of contract via phone, and send written contract via US mail and email on or about October 25, 2023. Should any successful bidder, upon being sent Contract, fail to execute a Contract within ten (10) days of such notification with the Borough, the Borough will be free to award a Contract to another qualified bidder.

16. The successful bidder shall observe and comply with all Federal and State laws, rules and regulations, and local ordinances that affect those engaged or employed in the performance of the work described herein, the materials or equipment used, or the conduct of the work. Attention is directed to occupational health and safety regulations.

17. NOT APPLICABLE.

18. NOT APPLICABLE.

19. To the extent permitted by law, competency and responsibility of bidders, their facilities, experience in similar work, and that of their proposed subcontractors, and amount of alternates, will be considered in making awards, as well as costs.

20. Payment will be made within 30 days of receipt of properly certified and tabulated invoice. Payments by the Borough are made on a bi-monthly basis and will be done according to normal Borough payment procedures. Monthly payments are made in July and August.

21. NOT APPLICABLE. When required in the Notice to Bidders, the awarded vendor shall within ten (10) days after award of contract, obtain, pay for, and deliver a performance bond for 100% of the Contract sum to the Borough of Bernardsville. Said bond shall be executed by a surety company licensed to do business in the State of New Jersey and shall assure fulfillment of the contract and reimbursement to the Borough of Bernardsville for all expenses incurred in making good any default.

22. Contract award shall be based upon the lowest responsive and responsible Cost per Test Pit Bid.

23. Note that it is now mandatory to submit a New Jersey Business Registration Certificate with all public bids. Failure to submit the certificate will result in rejection of the bid.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors and the Owner from claims in bodily injury, death or property damage which may arise from the operations under this contract. The contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he has filed the Certificate of Insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause that it shall not be canceled by the insurance company without ten (10) days written notice of the Owner of intention to cancel. An endorsement showing the Borough of Bernardsville to be an additional insured shall be included in all policies.

The amounts of such insurance shall not be less than the following:

1. Workers Compensation and Employer's Liability - As required by the State
2. General Liability -
 - a. Bodily Injury \$ 1,000,000 per occurrence
 - b. Property Damage 1,000,000 per occurrence
 - c. Bodily Injury and Property Damage Combined 1,000,000 aggregate
3. Automobile Liability -
 - Bodily Injury and Property Damage Combined \$ 1,000,000 per occurrence
1,000,000 aggregate
4. Excess Umbrella Liability - \$ 3,000,000

AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Procurement, Professional & Service Contracts: "All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract, one of the following to the Borough of Bernardsville:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval.

OR

2. A photo copy of their Certificate of Employee Information Report.

OR

3. A completed Affirmative Action Employee Information Report (AA302).

The Affirmative Action Affidavit for vendors having less than fifty employees is no longer acceptable.

The following questions must be answered by all prospective bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

- (a) If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

- (a) If yes, please submit a photostatic copy of such certificate.

Affirmative Action Certification

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27** and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF SOMERSET) SS:
BOROUGH OF BERNARDSVILLE)

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

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with the full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Bernardsville relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

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

Subscribed and sworn to
before me this ____ day
of _____, 20__

(Type name of affiant
under signature.)

Notary Public of:

My commission expires _____, 20__

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

In accordance with the New Jersey Business Registration Certificate Law P.L. 2004, c. 57, effective September 1, 2004, all business organizations that do business with the Borough are required to be registered with the State and must provide the Borough with a copy of a Business Registration Certificate. Failure to provide proof of registration shall be considered a fatal defect and will result in a mandatory rejection of the bid.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) Or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Obtaining a New Jersey Business Registration Certificate

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may

- 1) Register online at . Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at .
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Individuals may submit the attached Form NJ-REG-A (page 17) or may download it from the web at www.nj.gov/treasury/revenue/pdforms/reg_a.pdf.

**BOROUGH OF BERNARDSVILLE
BID CHECKLIST**

	<u>REQUIRED</u>	<u>RECEIVED</u>
1. Bid Proposal Sheet	<u> X </u>	<u> </u>
2. Bid Bond (10% or \$20,000, whichever is less)	<u> </u>	<u> </u>
3. Consent of Surety	<u> </u>	<u> </u>
4. Statement of Ownership	<u> X </u>	<u> </u>
5. Non-Collusion Affidavit	<u> X </u>	<u> </u>
6. Site Inspection Affidavit	<u> </u>	<u> </u>
7. Prevailing Wage Certification	<u> </u>	<u> </u>
8. Contractor's Qualification Statement	<u> X </u>	<u> </u>
9. Subcontractors List	<u> X </u>	<u> </u>
10. Affirmative Action Cert.	<u> X </u>	<u> </u>
11. New Jersey Business Registration Certificate	<u> X </u>	<u> </u>
12. Bidder Acknowledges Intent to Comply With the Following:		
a. Insurance Requirements	<u> X </u>	<u> </u>

ALL ITEMS THAT ARE CHECKED MUST BE INCLUDED WITH YOUR PROPOSAL OR YOUR PROPOSAL MAY BE REJECTED AS NONRESPONSIVE. CHECK ALL ITEMS THAT YOU HAVE INCLUDED IN YOUR PROPOSAL.

Proposal for Excavation of Test Pits to Determine Location of Subsurface Utilities/Structures

Objective: Excavating Test Pits

Before beginning Construction Operations, the Borough is desirous of locating existing subsurface structures and utilities that may be affected by or interfere with the proposed construction. Borough Engineer will provide test pit locations. The Borough anticipates **performing approximately 30 test pits during the contract term (1 Year), within one (1) on roads within the Borough.** The Borough will compensate contractor a minimum equivalent to five (5) test pits per job request. Example; the Borough requires two (2) additional test pits after the initial work request of ten (10) test pits has been fulfilled, the Borough will compensate the contractor for five (5) test pits upon completion of the two (2) additional test pits.

Contractor must be available to begin work within ten (10) business days of Borough's request for service.

Contractor to obtain utility locations as specified in [105.07](#), via request to "New Jersey One Call". Mark Out to be requested **"Curb to Curb plus 20 feet behind both curb lines"**.

Excavate as specified in [202.03.03](#) and as directed by the Borough Project Manager. Excavate test pits or portions of a test pit by hand when in close proximity to utilities or when directed. Excavated HMA is to be removed from site and properly recycled at Contractor's expense. Backfill test pits with DGA in 6-inch lifts and compact utilizing plate compactor. Excavated area is to be repaired utilizing 6 inches HMA Base Course, 19M64, compacted in 3-inch lifts utilizing plate compactor. It is anticipated each test pit shall be approximately 5' x 4' x 4'.

Removing Pavement (202.03.06)

Before removing HMA, concrete, or composite pavement, wet sawcut. Wet sawcut joint areas and overlying HMA courses full depth parallel to the centerline of the joint for the width designated. Use a saw capable of providing a neat cut for the full depth in a single pass.

Do not use equipment that involves a ball, weight, or punch to break or remove the concrete within 5 feet of a transverse joint or within 3 feet of any structure or pavement that is to remain in place. Break up or remove the concrete within restricted areas so as not to damage the adjacent joint structure, pavement, or other structure that is to remain.

Contain debris from the breaking of concrete base and concrete surface courses within the work site. Use necessary containment devices to protect adjacent vehicular or pedestrian traffic from flying debris. Reuse or dispose of material as specified in [202.03.07](#).

Excavated HMA/concrete is to be removed from site and properly recycled at Contractor's expense.

The undersigned hereby declares that he/she has fully examined the specifications and other contract documents, and is familiar with all laws, ordinances and regulations governing the work and agrees that he/she will contract to do all of the work and furnish all of the equipment, labor, materials and all else necessary or required to perform the work as indicated on attached plans, notes and schedules.

Proposal:

Cost per Test Pit: \$ _____
(Includes, but not limited to, excavation, backfill, DGA, Asphalt, and removal/recycling of excavated materials; no Prevailing Wage requirement.)

Trade or Corporate Name

Signature

Address

Phone Number

CONTRACTOR'S QUALIFICATION STATEMENT
EXPERIENCE, EQUIPMENT, AND FINANCIAL QUALIFICATIONS

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name?

2. What projects of similar nature has your organization completed? Indicate at least 5 references.

Company,	Contact Person and Phone #	Type of Project	Amount of Contract	Date of Completion
----------	----------------------------	-----------------	--------------------	--------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. Have you, your company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

4. Have you, or your company ever defaulted on a contract?

5. Has your company ever been adjudged a bankrupt, or been subject to a receivership, or an order of reorganization?

6. Furnish below the names of banks and other financial references from whom can be determined the financial ability of the bidder to carry out this Contract.

7. Itemize construction equipment owned:

Date_____ Name of Bidder_____

Address_____

Signed by (name and title)

SUBCONTRACTORS DECLARATION

Pursuant to the requirements of N.J.S.A. 40A:11-16, the prospective bidder of any public works contract shall set forth in the bid the names and addresses of each subcontractor to whom the bidder will subcontract for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, if any. Failure of the bidder to name all required subcontractors may be cause for rejection of the bid.

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

Name _____ Phone # _____
Address _____
Proposed Work _____

Name _____ Phone # _____
Address _____
Proposed Work _____

Name _____ Phone # _____
Address _____
Proposed Work _____

Name _____ Phone # _____
Address _____
Proposed Work _____

Name _____ Phone # _____
Address _____
Proposed Work _____

Name _____ Phone # _____
Address _____
Proposed Work _____

Date _____ Name of Bidder _____
Address _____

Signed by (name and title)

GENERAL CONDITIONS

COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with all Federal and State laws, rules and regulations, and local ordinances that affect those engaged or employed in the performance of the work described herein, the materials or equipment used, or the conduct of the work. Attention is directed to occupational health and safety regulations.

All laws, regulations and guidelines governing safety in construction as promulgated by the Federal, State, County, and local authorities including OSHA shall be complied with at all time by the Contractor. All costs of any nature incurred as a result of compliance with these regulations are considered to be included in the unit prices bid. No separate payment will be made.

PERFORMANCE OF WORK

Time is an essential consideration of the Contract. Work shall progress with a proper and sufficient force of workmen and ample supply of materials (to the satisfaction of the Engineer) to insure completion of the work by the date specified in the specifications.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor, and a condition of the Contract, shall and hereby does agree that, in the hiring of laborers, workmen and mechanics for the performance of work under this Contract or any subcontract here under, neither the Contractor nor his subcontractors, nor any person acting, on their behalf shall, by reason of race, creed, color, sex, national origin or ancestry, discriminate against any citizen of the State of New Jersey who is qualified and available to perform the work to which the employment relates.

The Contractor or his subcontractors, or any person on their behalf shall not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, national origin or ancestry.

PREPARATION OF BIDS

Proposals must be submitted on the prescribed forms in Ink or typewritten, with all blanks must be filled in. Each bidder must furnish with his proposal summary, all information requested. Before award is made to a bidder, not a resident of the State of New Jersey, such bidder shall designate a proper agent in the State of New Jersey on whom service can be made in the amount of litigation.

Permission will not be given to withdraw any proposal after it has been deposited with the Owner.

TAXES AND FEES

The Borough of Bernardsville is exempt from Federal Excise Taxes and the New Jersey State Sales Tax.

PAYMENTS

Payments will be made on a bi-monthly basis after approval by the Governing Body at their regularly scheduled work meeting, and monthly during July and August. Requests for payment will be forwarded for Council approval only after receipt of a properly executed purchase order/voucher accompanied by a Contractor's invoice and after acceptance of the work by the Borough Project Manager.

SUPPLEMENTARY GENERAL CONDITIONS

NON-DISCRIMINATION REQUIREMENTS

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, with regard to their age, race, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

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

The Contractor or Subcontractor, where applicable will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. (P.L. 1975, Chapter 127), N.J.A.C. 17:27, as amended and supplemented from time to time.

INDEMNIFICATION, INSURANCE, AND ALLOCATION OF RESPONSIBILITY

The Contractor shall maintain adequate insurance to indemnify, hold and save harmless the Borough of Bernardsville, its officers, agents, representatives, servants and employees from and against all suits, damages, claims, demands and actions for any injury to any person or persons, including injury causing death, and for any injury, damage, and/or destruction of property sustained, or alleged to have been sustained, by any party or parties, corporation or corporations, in, about and in connection with the work or any part thereof, or by or on account of any act of commission or omission of said Contractor, his employees, servants or agents and/or by reason of, arising out of, in connection with this contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise.

This provision shall be construed to create the maximum indemnification obligation permitted by law. At any time that the Owner determines that the insurance coverage provided by Contractor is not sufficient to provide such protection and indemnification to the Owner, the owner may withhold from any payment due or thereafter coming due to the Contractor under this Contract an amount sufficient, in the Owner's discretion, to provide such protection and indemnification.

The Contractor shall, at no additional cost to Owner, maintain the following insurance coverage at all times during the work:

- a) Comprehensive General Liability (CGL) insurance, in a single limit for bodily injury and property damage of at least \$1,000,000 per occurrence/\$1,000,000 aggregate for the primary policy, and at least \$3,000,000/\$3,000,000 in total coverage including umbrella coverage. CGL coverage shall include at least the following coverages: contractor's protective, completed operation, and contractual liability (including coverage of the indemnification obligation in the preceding paragraph), and the Broad Form Property Damage Liability Endorsement. It shall also include coverage for explosion, collapse, and underground hazards (XCU) unless the Owner deleted such requirement prior to bidding. All liability coverage shall be on an occurrence basis.
- b) Comprehensive Automobile Liability Insurance covering the Contractor for claims arising from all owned, hired, and non-owned vehicles, with a combined single limit for both Bodily Injury and Property Damage of at least \$1,000,000 per occurrence/\$1,000,000 aggregate for the primary policy and total coverage of at least \$2,000,000/\$3,000,000 including umbrella coverage. Automobile liability coverage shall be on an occurrence basis.
- c) Worker's Comp. insurance in the amounts required by law.
- d) All policies shall include extended coverage, and shall name the following as additional named insureds: the Borough of Bernardsville, its officers, agents, representatives, agents, servants, and employees as their interest may appear.
- e) Such other coverages or higher limits, as may be specified elsewhere in the Contract Documents. In case of any apparent conflict between the paragraphs above and insurance requirements elsewhere in the Contract Documents, the more stringent requirement will control.

BEFORE BEGINNING ANY WORK ON THE PROJECT, the Contractor shall furnish to the Owner certificates of insurance showing all required insurance coverages in the limits as described in the Contract Documents and in a form satisfactory to the Owner. Borough shall be named as "Additionally Insured". Any certificate of insurance shall state that the insurance company will notify the Owner ten days in advance of any cancellation becoming effective.

SPECIAL CONDITIONS

GENERAL

Work to be performed between the hours of 7:00 AM and 5:00 PM Monday - Friday, holidays excluded.

PAYMENT

Payment shall be made according to normal Borough payment procedures.

TRAFFIC CONTROL

Contractor shall provide barriers and temporary detour signage as required to ensure worker safety and facilitate traffic flow. If safety concerns warrant a Police Officer's presence, the Borough Project Manager will provide such coverage.

CONTRACT TERM

October, 31, 2023 through October 30, 2024

THIS AGREEMENT, made this 23rd day of October, 2023
BETWEEN

BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET,
a municipal corporation of the State of New Jersey, party of the first part,
hereinafter called the "Borough"

AND

party of the second part, hereinafter called the "Contractor"

WITNESSETH

That the Contractor, for and in consideration of the sums of money to be paid by the Borough to the Contractor as hereinafter mentioned, and in further consideration of the promises, covenants and agreements herein entered into between the parties hereto, does hereby covenant, promise and agree to and with the Borough as follows:

1. The Contractor shall perform all the labor and furnish all the equipment, materials, tools and implements and will well and faithfully perform and complete the entire work of

**Excavation of Test Pits to Determine Location
of Subsurface Utilities/Structures**

in strict and entire conformity and in accordance with the Notice to Bidders, Proposal, Conditions, Specifications and other documents relative thereto and hereto annexed and made a part hereof, which Notice to Bidders, Proposal, Conditions and Specifications, together with all documents annexed hereto are collectively called the "Contract Documents", and in consideration of the Contractor performing this contract in the manner herein stated and as stated in the Contract Documents, the Borough promises and agrees to pay or cause to be paid to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions therein provided.

2. The Contractor shall maintain adequate insurance to indemnify, hold and save harmless the said Borough, its officers, agents, servants and employees from and against all suits, damages, claims, demands and actions for any injury to any person or persons, including injury causing death, and for any injury, damage, and/or destruction of property sustained, or alleged to have been sustained, by any party or parties, corporation or corporations, in, about and in connection with the work or any part thereof, or by or on account of any act of commission or omission of said Contractor, his employees, servants, agents and/or by reason of, arising out of, in connection with this contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise.

3. The Contractor covenants and agrees that, anything in this contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Borough to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquish for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be and remain in full force and effect with power and authority on the part of the Borough to enforce the same without prejudice to any other rights which the Borough may have against the Contractor under this contract or the Contract Documents.

4. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over by the Contractor to any person, firm, corporation or association, except upon the express written consent of the Borough.

5. Should the work to be performed under this contract be suspended, interrupted or entirely prevented for any reason whatsoever as a result of any judicial determination, no claim for damages of any character shall arise in favor of the Contractor or against the Borough.

6. This contract is expressly subject to funding a prorated amount of the consideration therefor sufficient to meet the contracting unit's needs during the calendar year 2022 and sufficient funds are duly appropriated therefor in the annual municipal budget duly adopted for 2022. In the event that adequate funds to pay the anticipated consideration for 2023 are not amply provided and appropriated in the municipal budget, then the within contract shall be deemed terminated without any further rights or liabilities accruing to either party.

7. It is expressly understood and agreed, anything to the contrary notwithstanding, that the contracting unit may, upon thirty days written notice to the contractor, elect to terminate the within agreement and upon the date fixed in said notice the within agreement shall become null and void without any further rights or liabilities accruing thereto.

IN WITNESS THEREOF, the parties hereto have signed and sealed this contract or caused same to be executed by their proper corporate officers on the date indicated above.

Borough of Bernardsville
in the County of Somerset

Mayor

Attest:

Date

Clerk

Date

President

Attest:

Date

Witness

Date

CONTRACT TERM: October, 31, 2023 through October 30, 2024