

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS FOR:

EMERGENCY TREE PRUNING/REMOVAL SERVICES

will be received no later than November 21, 2019 at 3:00 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.

Proposals must be properly and completely executed on the proposal forms furnished with the contract documents. Each proposal 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 proposals must be accompanied by a non-collusion affidavit, a statement of ownership, a contractor's qualification statement, a completed affirmative action questionnaire and a New Jersey Business Registration Certificate.

All bidders are required to comply with the requirements of P.L. 1975, Chapter 127, (NJAC 17:27) for affirmative action programs.

No proposals may be modified, withdrawn or canceled by the bidder for a period of sixty days subsequent to the opening of bids.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

Please contact Kathy Redling at 908.766.3850 x 122 should you have any questions.

Anthony Suriano
Borough Clerk

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

**REQUEST FOR PROPOSALS
EMERGENCY TREE PRUNING/REMOVAL SERVICES**

BIDS DUE: November 21, 2019 at 3:00 p.m.

NAME OF BIDDER _____

October 2019

TREE PRUNING/REMOVAL

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Please contact Kathy Redling at 908.766.3850 x 122 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 No proposal will be allowed to be withdrawn for any reason whatsoever after it has been presented to the Borough.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. 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. 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. A 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 P.L. 1975, c. 127 (affirmative action requirements) (NJAC 17:27), 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, he has read each and every clause and section of the contract documents and he has 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 in writing of award of contract. Should any successful bidder, upon being notified, 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, and the Borough shall have the right to proceed against the guaranty accompanying the proposal.

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. If a pricing error is discovered after the bid opening between the unit price and the total extended price, the unit price shall prevail.

18. Wherever a brand name is mentioned, an equivalent will be accepted as long as it basically complies with the specifications. It will be up to the bidder to prove equivalency to the satisfaction of the Borough Engineer.

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 monthly basis and will be done according to normal Borough payment procedures.

21. 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 bid for Item No. 1. Contractors must submit a bid for Item No. 1, Alternate No. 1 and Alternate No. 2.

23. Bidders note that the unit price bid for Item No. 1 and Alt. No. 1 is for an hourly rate for a "standard crew" of two men plus equipment and is not a bid per man hour. Also note that travel time will not be compensated.

24. 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 - \$ 1,000,000

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand be paid by the Contractor, the receipt thereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful Performance, in an amount equal to one hundred percent (100%) of the contract price, bound as surety and guarantor for labor and material payment in an amount equal to 100% of the contract price, and will execute them as party of third part thereto where required to do so by the OWNER, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of the advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness, whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be thereto affixed this ____ day of _____, 2018

(A corporate acknowledgement and statement of authority to be here Attached by the surety company).

By _____
Surety Company
Attorney -In-Fact

Attest: _____

PERFORMANCE-PAYMENT BOND

(to be completed after award of contract)

KNOW ALL MEN BY THESE PRESENTS, that we _____ as principal, and _____ a corporation organized and existing under the laws of the State of New Jersey, and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto the _____ a body politic and corporate of the State of New Jersey, in the sum of _____ DOLLARS lawful money of the United States of America, to be paid to the said _____ or its certain attorney, successors or assigns, to which payment will and truly to be made, we do hereby bind ourselves, our successors, heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, Two Thousand and _____.

The condition of the above obligation is that WHEREAS, the above named principal did on the _____ day of _____ enter into a contract with _____.

Now, if the said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims for material, men and laborers, for labor performed and materials furnished in carrying forward, performing or completing of said contract we agreeing assenting that this undertaking shall be for the benefit of any material, men, or labor having a just claim as well as for the obligee herein; and shall indemnify and save harmless the party of the obligee hereunder aforesaid, its officers, agents or servants, and each and every one of them against and from all suits and costs of every kind and description, and from all damages to which the obligee hereunder or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work, or through any improper or defective machinery, implements or appliances used by the principal in the aforesaid work, or through any act or omission on the part of the principal, or its agents, employees or servants, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modification omission or additions in or to the terms of the said contract, or in or to the specifications therefor, shall in any affect the obligations of the surety on its bond. The Surety hereby waives any Requirement for notice to the surety of any such modification, omission or addition.

Signed, Sealed and Delivered in the presence of

APPROVAL OF BOND

The foregoing Bond approved this _____ day of _____, 20_____.

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. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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 job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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 approves 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**

STATEMENT OF OWNERSHIP OF
CORPORATION OR PARTNERSHIP

In accordance with P.L. 1977 Chapter 33, the names and addresses of all stockholders in

who own ten percent or more of its stock of any class are:

Subscribed and sworn to before me
This ____ day of _____, _____.

Signed: _____

(Authorized Representative)

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

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

Subscribed and sworn to
before me this _____ day

of _____, 20__

(Type name of affiant
under signature.)

Notary Public of:

My commission expires _____, 20__

SITE INSPECTION AFFIDAVIT

I, _____, on behalf of the bidder,
_____, do hereby declare that I or my

(Name of Bidder)

duly authorized representative, did adequately inspect the project site for the purpose of being fully informed as to the location and condition of the _____.
I inspected the project sites on the ____ day of _____, 20____, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By _____

(Print or type name)

(Bidding firm)

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

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 www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm .
- 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.

PREVAILING WAGE REQUIREMENTS
(N.J.S.A. 34:11-56.25 et seq.)

This public works contract is subject to the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. No worker on this job shall be paid less than such prevailing wage rate. In the event it is found that any worker, employed by the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the prevailing wage permitted to be paid by law, the Borough may terminate the contractor's or subcontractor's right to proceed with the work and to prosecute the work to completion or otherwise. The contractor and his surety shall be liable to the Borough for any excess costs occasioned thereby. The contractor and all subcontractors shall pay the prevailing wage rate for each craft or trade or classification of all workers needed to perform the contract during the anticipated term thereof.

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor, including the effective date of any changes thereof, in prominent and easily accessible places at the work site, or at such place or places as are used by them to pay workers their wages.

Every contractor and subcontractor shall keep an accurate record of actual hourly rates of wages paid to each worker employed by them in connection with this project in accordance with the requirements of N.J.S.A. 34:11-56.29. In addition, the contractor shall provide the Borough Clerk with copies of the certified payroll records. The Borough Clerk shall receive, file, store and make these certified payroll records available for inspection during normal business hours in accordance with the requirements of N.J.A.C. 12:60-6.1(c)ii.

Every contractor and subcontractor shall comply with all requirements of the Prevailing Wage Act whether or not those requirements are specifically set forth in these specifications or the contract.

PREVAILING WAGE LAW
CERTIFICATION OF COMPLIANCE

I hereby certify as follows:

1. I am the duly authorized agent of _____ and make this certification on behalf of _____, the contractor.
2. I am familiar with the laws, specifically Chapter 150 of the NJ Laws of 1963 - Prevailing Wage Rate.
3. I have reviewed the prevailing wage rate determination on file in the Borough Engineering Department.
4. All contractors and subcontractors performing public works projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted within 10 days of the payment of wages to the government entity that contracted for the construction. Contractors and subcontractors who fail to provide these records are subject to administrative penalties of up to a maximum of \$250 for a first violation and up to \$500 for subsequent violations.
5. I have read this statement, know the contents, and know the same to be true to the best of my knowledge.
6. I hereby certify that the bid submitted as afore described to be in compliance with the Prevailing Wage Law.

Contractor's Signature

Date

**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 EMERGENCY TREE REMOVAL SERVICES

The undersigned hereby declares that he 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 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 at the following costs:

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	=	<u>Total Cost</u>
1.	Emergency Work - "Standard Crew"	~30 hrs. X	_____	=	_____
			Numbers		Numbers

"Standard Crew" consists of bucket truck, chipper, two (2) person crew & tools

Alt. 1	Non-Emergency Work - "Standard Crew"	~30 hrs. X	_____	=	_____
			Numbers		Numbers

Alt. 2	Hand Pruning	~8 hrs. X	_____	=	_____
			Numbers		Numbers

For information purposes only:

Stump Grinding	per inch	_____
		Numbers

Notes:

- Quantities for Item #1, Alt. #1 and Alt. # 2 are estimated only. The Borough reserves the right to increase or decrease the estimated number of hours under this contract as may be in its best interest.
- Any bid submitted in which the bidder does not utilize a tree truck with an aerial bucket lift on a routine basis in daily tree service will be rejected as nonresponsive.

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
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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

ADDENDA

It shall be understood that any addenda issued from time to time to furnish additional information to the bidders shall become an integral part of these Plans and Specifications. Receipt of addenda shall be acknowledged by the bidders on the forms provided with any addenda that are issued.

QUESTIONS REGARDING PLANS AND SPECIFICATIONS

Neither the Borough nor any of its representatives will be responsible for non-written answers to inquiries or instructions by any person previous to opening of proposals. Should any bidder be in doubt as to intent of Plans and Specifications, he should at once notify the Engineering Department in writing, who will send a written Addendum to all bidders covering the point in question. Questions will not be answered if received after 1:00 P.M., four calendar days before bid opening date. Failure of proper interpretation or making the necessary inquire will be the Contractor's responsibility.

Before submitting bids, the bidder shall apply in writing to the Engineering Department for clarification or interpretation of any conflicting information between two or more statements in the Plans and Specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials, as is necessary to comply with whichever interpretation or the Plans and Specifications the Engineering Department may, during construction, judge to be proper.

The right is reserved by the Engineering Department to correct any errors or omissions in said Plans and Specifications wherever such corrections are necessary for the proper fulfillment of the intentions of the Plans and Specifications.

PROPOSAL GUARANTEE

The Owner agrees to either award contracts or reject bids within sixty (60) days after actual date of opening bids unless time for consideration is extended by mutual consent, and bids shall be binding for that duration.

Should the Owner decide to award contracts he will notify successful bidder in writing. Should any successful bidder, upon being notified, fail to execute a Contract or furnish a performance bond satisfactory to the Owner within ten (10) days of such notification, the owner will be free to award a Contract to another, and the Owner shall have the right to proceed against the guaranty accompanying the bid.

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.

SURETY CORPORATION BOND (PERFORMANCE BOND)

Within ten days after award of Contract, successful bidders shall obtain, pay for, deliver to the Owner a performance bond for 100% of the Contract sum, satisfactory to the Owner, and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall be in the form of New Jersey statutory bond, and shall bear same date as, or dates subsequent to, date of Contract. Said bond shall assure fulfillment of the Contract in all to the Contract, of full reimbursement to the Owner for all expenses incurred by him in making good any default. This bond shall also contain a waiver of notice being required for alterations, additions, deductions, extensions of time, or other modifications of Contract, as ordered.

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.

Each Contractor shall proceed with his work in such a way and at such a time, as to permit the work of the other Contractors to proceed, and to assure the completion of the work on Contract time. If any part of the work depends upon the work of another Contractor, the Contractor shall inspect and promptly report to the Engineer, in writing, the cause of any delay.

CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the furnishing of materials, labor or services under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, labor, services and all else necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The Contractor shall satisfy himself, by careful examination, as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during prosecution of the work, the general and local conditions, and all other matters which can in any way affect work under this contract.

PREVAILING WAGE RATES

Prevailing wages are not applicable to the item(s) being bid under this contract and contractors are not required to pay prevailing wages for this work.

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

Bids shall be submitted on a Bid Proposal Form included herewith. Any bid having an erasure or interlineation of price may be rejected.

Proposals must be submitted on the prescribed forms. All blank spaces must be filled in, typewritten, or in ink. Each bidder must furnish with his proposal summary 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.

Bid prices shall be stated in figures in appropriate places in the "Bid Proposal Form", and bids may be considered nonconforming which contain items not specifically required by these Specifications.

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

CONSIDERATION OF BID PROPOSALS

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. Bids from parties not regularly and practically engaged as Contractors from the scope and class of work bid upon may be rejected after investigation by the Owner.

The Owner may consider nonconforming any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject any or all bids, and to the extent permitted by law to waive an informalities or irregularities in the bids received if it is in the best interest of the Owner to do so.

TAXES AND FEES

The Contractor shall, at no additional cost to the Owner, pay all applicable fees, and all applicable taxes, except those taxes which apply to the real property comprising the site of the project.

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

PAYMENTS

Payments will be made on a monthly basis after approval by the Governing Body at their regularly scheduled work meeting. 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 Owner.

When requested by the Owner, applications for payment shall be accompanied by the Contractor's Affidavit of Payment of Debts and Claims through the date of proceeding payment.

At or about the start of work, a Borough representative shall notify the Contractor of the cutoff dates for monthly payment applications. Such dates may be changed by the Borough, from time to time, to coordinate with future meetings of the Governing Body of the Borough of Bernardsville. Contractor's applications for payment shall be on forms furnished by or approved by the Borough. Monthly progress payments shall be mailed within 5 days after the next work meeting of the Governing Body following the Owner's receipt of a completed payment application that has met the appropriate cutoff date.

UNIT PRICES

All unit prices included in bids (see bid forms) shall be NET, and shall include all charges for overhead, profit, taxes, insurance, etc.

Unit prices may be used by the Owner for additions or deductions to the basic work.

ADDITIONAL STATE REGULATIONS

40A:11-18 - American Goods and Products to be Used Where Possible

"American goods and products to be used where possible. Each local unit shall provide, in the specifications for all contracts for County or Municipal work or for work for which it will pay any part of the cost, which only manufactured and farm products of the United States, wherever available, be used in such work."

SUPPLEMENTARY GENERAL CONDITIONS

CONFLICTING INFORMATION AND ERRORS

Should there be any conflicting information given in the Plans and Specifications, the Borough Engineer or his representative shall be notified of same, and the final decision which shall be followed will be determined by the Borough Engineer.

Prior to the execution of the work, the Contractor shall check the Plans and Specifications and immediately report to the Borough Engineer all errors or omissions discovered therein. Thereafter, during prosecution of the work, the Contractor shall immediately report all further errors or omissions to the Borough Engineer. Any adjustments made by the Contractor without prior approval shall be at his own risk and the settlement of any complications arising from such adjustment shall be made by the Contractor at his own expense.

Nothing in this section shall relieve the Contractor of the obligation to request clarifications or interpretations of conflicting information before bidding.

STANDARD SPECIFICATIONS

All standard specifications referred to, such as American Society for Testing Materials (A.S.T.M.), Federal Specifications (F.S.), American Standard Association (A.S.A.), etc., shall be of the latest issue, including all official amendments and revisions applying thereto, unless otherwise specified.

VARIATION FROM MATERIALS SPECIFIED

Materials or products specified by name of manufacturer, brand, or trade name, or catalog reference shall be the basis of the bid and the named or equal materials or products shall be furnished under the Contract unless changed by mutual agreement. When two or more materials are named, the choice of these shall be optional with the Contractor. Should the Contractor wish to use any materials or products other than those specified, he shall so state, naming the proposed substitutions and indicating what difference, if any, will be made in the Contract price for such substitution, should it be accepted. If, for any reason during the construction of the project, the Contractor deems it necessary to make a materials substitution, the Borough Engineer shall be immediately informed in writing. It shall be understood that the Borough Engineer shall be the sole judge of the suitability of the proposed substitute.

PROTECTION AND STORAGE OF MATERIALS

The Contractor shall see that all materials and equipment items are properly cared for, housed and protected from the weather as much as possible at the time of delivery.

The Contractor shall protect, by casing or otherwise, all parts which are likely to be damaged so as to prevent defacement.

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 P.L. 1975, c. 127, 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 \$1,000,000/\$1,000,000 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 \$1,000,000/\$1,000,000 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. 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

SCOPE OF WORK

Under this contract, the contractor shall be responsible for the emergency inspection and tree pruning/removal work of damaged or downed trees as requested by the Shade Tree Committee on an as-needed basis.

GENERAL

Bidders must have a minimum of five (5) years experience in the field of tree pruning/removal and must return the enclosed Contractor's Qualification statement with the bid.

Any bid submitted in which the bidder does not regularly utilize a tree truck with an aerial bucket on a routine basis in daily tree service will be rejected as non-responsive.

Any questions or requests for explanations should be directed to the Shade Tree Committee at (908) 766-3000. Please ask the Shade Tree Committee Secretary to contact the Shade Tree Chairman or other representative for clarification.

The successful bidder shall be responsible for notifying the Shade Tree Committee at least 24 hours prior to the commencement of tree removal/pruning activities in the Borough.

This contract shall be in full force and effect for a period of one (1) year from the date of receipt of proposals.

Unless otherwise indicated by the Shade Tree Committee, all branches, logs, wood chips and other debris are to be removed from the site and disposed of at sole cost to the Contractor.

SPECIFICATIONS

Upon notification by the Shade Tree Committee or Borough Representative, the Contractor shall inspect the subject tree(s) and prepare an estimate of the number of hours required to perform the work with a "standard crew".

A "standard crew" shall include both men and equipment. At a minimum, the "standard crew" shall consist of one (1) foreman - crew leader, one (1) climber, one (1) tree truck with aerial bucket lift having a minimum reach of not less than 50 feet, automatic unloader, brush chipper and any other tools necessary to complete the work. A "standard crew" will be expected to report to each work site for work to be performed under this contract.

Contractor must make an inspection of emergency work within 24 hours of receiving notice by the Borough. Depending upon the severity of the damage potential, the Contractor may be required to complete the work within 12 hours, but in no event shall the work be completed later than one (1) week from the notice to proceed.

Contractor must make an inspection of non-emergency work within one (1) week of notification and must complete the work within one (1) week of receiving notice.

Upon approval of the estimate by the Borough, the contractor shall proceed with the work, providing all equipment, labor, and materials necessary to complete the work. All branches, logs wood chips and other debris shall be removed from the site by the contractor. Stump removal is not required under this contract, but contractors must cut all stumps as close to the ground as possible. Note, however, that the contractor may be asked to grind out stumps upon specific request.

PRUNING/REMOVAL REQUIREMENTS

All dead trees are to be removed in their entirety and cut as close to the ground as possible. All other trees are to be safety pruned. A CLASS III HAZARD PRUNING IS REQUIRED FOR ALL WORK UNDER THIS CONTRACT, unless otherwise noted. Work shall include the removal of dead, diseased, decayed and obviously weak branches, two inches in diameter or greater. Contractor shall observe a Class III pruning as follows:

All cuts shall be made as close as possible to the trunk or parent limb without cutting the branch collar or leaving a protruding stub. Bark at the end of all pruning cuts shall remain firmly attached.

All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.

Treatment of cuts and wounds with wound dressing or paints has not been found to be effective in preventing or reducing decay and is not generally recommended for that reason. Wound dressing over infected wood may stimulate the decay process. If woods are painted for cosmetic or other reasons, then materials non-toxic to the cambium layer of meristematic tissue can be used. Care must be taken to apply a thin coating of the material only to the exposed wood.

Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood) and margins shall be kept rounded.

Equipment that can damage the bark and cambium layer should not be used on or in the trees. For example, the use of climbing spurs (hooks, irons) is not an acceptable practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

All cut limbs shall be removed from the crown upon completion of the pruning.

Trees susceptible to serious infectious diseases should not be pruned at the time of year during which the pathogens causing disease or the insect vectors are most active. Similarly, if pruning wounds may attract harmful insects, pruning should be timed so as to avoid insect infestation.

All visible girdling roots are to be reported to a representative of the Shade Tree Committee. The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks or other structural weakness should be reported in writing to a

supervisor and/or the owner and corrective measures recommended.

Contractors shall be responsible for contacting and working with the utility companies where trees are growing in their wires.

NOTE: All branches, logs, wood chips and other debris shall be removed from the site by the contractor unless otherwise directed by the Shade Tree Commission or other Borough representative.

Stumps must be cut as close to the ground as possible.

PROPOSAL COMPARISON

The quantities indicated on the proposal sheet are estimated quantities only. The Borough reserves the right to increase or decrease these quantities as may be in its best interest.

For the purposes of competitive bidding, the contract for Emergency Tree Pruning/Removal Services shall be awarded to the lowest responsive and responsible bidder based on the Total bid for Item No. 1. Contract award shall be made at the unit price bid.

PAYMENT

The unit price bid under Item 1 and Alt. 1 (if awarded) shall include the hourly cost of a "standard crew" consisting of a bucket truck, a chipper, a two (2) man crew and all other tools necessary to perform emergency tree pruning/removal of specified trees.

Payment under Item 1 shall be made at the unit price bid times the actual number of hours worked as documented by invoices collected by a representative of the Shade Tree Committee and upon approval of the work by said representative based upon a site inspection. Payment will only be made for those hours actually worked and travel time will not be reimbursed.

Payment shall be made according to normal Borough payment procedures.

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 2017 and sufficient funds are duly appropriated therefor in the annual municipal budget duly adopted for 2016. In the event that adequate funds to pay the anticipated consideration for 2017 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

Note: This contract shall expire December 31, 2020