

Borough of New Providence
Union County, New Jersey

Bidding Documents and Specifications
Snow Removal Services
BID OPENING DATE: November 11, 2020
TIME: 11:00 A.M.

MAYOR
Allen Morgan

COUNCIL MEMBERS

Matthew Cumiskey
Peter DeSarno
Nadine Geoffroy
Michelle Matsikoudis
Robert Munoz
Robert Robinson

BOROUGH ADMINISTRATOR
Douglas R. Marvin

BOROUGH CLERK
Wendi B. Barry

BOROUGH ATTORNEY
Paul Rizzo, Esq.

October 2020

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NOTICE TO BIDDERS
BOROUGH OF NEW PROVIDENCE

Sealed bids will be received by the Borough Clerk of the Borough of New Providence, County of Union, at 11:00 am, November 11, 2020 in the Third Floor Conference Room, 360 Elkwood Avenue, New Providence, New Jersey 07974 for:

Snow Removal Services

in accordance with the specifications and proposal forms for same which may be obtained at the office of the Borough Clerk, 360 Elkwood Avenue, New Providence, New Jersey 07974.

Specifications and Forms of Bids for the approved work may be obtained by prospective bidders, during business hours, in the office of the Borough Clerk, at the Borough of New Providence Municipal Center, 360 Elkwood Ave, New Providence, New Jersey.

Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Borough Clerk, Borough of New Providence, 360 Elkwood Ave., New Providence, New Jersey 07974. The Borough will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the **NOTICE TO BIDDERS**.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et-seq. and NJ.AC. 17- 27-1 et seq. regarding discrimination and affirmative action.

The New Providence Mayor and Council reserves the right to award a Contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

Wendi B. Barry, Borough Clerk
BOROUGH OF NEW PROVIDENCE
Municipal Center 360 Elkwood Ave.
New Providence, NJ 07974

BID PROPOSAL FORMS

BID PROPOSAL FORM

FROM: _____
(Bidder)

(Address)

(Date)

TO: Borough of New Providence
360 Elkwood Avenue
New Providence, NJ 07974

The undersigned being familiar with the Specifications for:

SNOW REMOVAL SERVICES

including the Notice to Bidders, Instructions to Bidders, all Bid Proposal forms, and Addenda (if any) thereto, as prepared by the [issuing department] hereby proposes to furnish, in compliance with the provisions thereof, all labor, materials and services required to construct said project and/or provide such product and/or service.

In submitting this bid, it is understood that the unrestricted right is reserved by the Mayor and Council for the Borough of New Providence to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of opening of the Bids, the undersigned will within ten (10) days after the date of such notice, execute and deliver the necessary Contract Documents as provided herein.

We, the undersigned, propose to provide the services to the Borough of New Providence pursuant to this bid package for the prices entered on the following pages:

BID PROPOSAL – BASE BID:

1. Dump truck equipped with a ten (10) foot plow blade or larger:

\$ _____ per hour

The above price is for one truck per hour. The contractor is required to have four (4) trucks available at all times for the duration of the contract.

2. Four wheel drive pick-up truck with a nine (9) foot plow blade or larger:

\$_____ per hour

The above price is for one truck per hour. The contractor is required to have three (3) trucks available at all times for the duration of the contract.

TOTAL BASE BID PRICE (ADD 1 and 2 ABOVE):

\$_____ per hour

(TOTAL BASE BID)

The Borough will award a contract for 4 Years. The Borough will establish the contract start and end date prior to award of the contract. The Borough of New Providence will only pay for services rendered. There is no minimum amount guaranteed in this contract. The Director of Public Works will be responsible to notify the contractor that their services are needed. The contractor must have the seven (7) trucks, of the types listed above, on call for the duration of the contract.

The Borough will award a contract to the lowest qualified bidder based on the **“Total Base Bid Price” listed above.**

Bidders are required to fill out the entire “Bid Proposal – Base Bid”, “Bid Proposal – Alternate Bid” above and the Vehicle Equipment List on the following pages. Failure to fill out the entire “Bid Proposal – Base Bid”, “Bid Proposal – Alternate Bid” and the Vehicle Equipment List can be cause for the Borough to reject the bid.

BID PROPOSAL – ALTERNATE BID:

1. Snow removal for sidewalks

\$_____ per hour

The above price is clearing of snow from Borough sidewalks. The director of Public Works will supply a list of sidewalks.

2. CDL-Class ‘A’ license Truck driver:

\$_____ per hour

The above price is for a CDL-Class ‘A’ truck driver per hour. The contractor shall provide the truck driver and the Borough will utilize the truck driver to drive Borough Snow Removal Equipment. The Driver will be covered under the Borough Auto Insurance Policy. The Borough will utilize the driver on an on call basis for the duration of the contract.

VEHICLE EQUIPMENT LIST:

The contractor shall fill in the following information for the seven trucks to be utilized for this contract:
The contractor shall provide the name and address of Vehicle Owner if not owned by the bidder:

Please Print the following:

Vehicle Number 1:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

Vehicle Number 2:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

Vehicle Number 3:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

Vehicle Number 4:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

Vehicle Number 5:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

Vehicle Number 6:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

Vehicle Number 7:

Type of Vehicle _____

Make of Vehicle _____

Year of Manufacture _____

Capacity of Body _____

Quantity to be Supplied _____

*Owner Name _____

*Owner Address _____

(*if not owned by Bidder)

THE ABOVE PROPOSAL IS BASED ON THE RECEIPT OF BULLETIN(S) (addenda)

NO.(S) _____

IF NONE, CHECK HERE

SIGNATURE _____

We acknowledge that the Borough may award a contract or reject all bids at its sole discretion. We further acknowledge that, if an award is to be made, the award shall be based on analysis of bids and calculation of a total price as derived from the sum of the base bid and selection of alternate items, if any, as may be chosen by the Borough, in a quantity not to exceed the individual quantities specified above.

We declare that the entire unit complete with all accessories and alternates fully complies with all prevailing federal and state regulations.

We further declare that we have carefully examined the Instructions to Bidders, specifications and contract form, herein referred to and propose to furnish and deliver all necessary materials specified and in the manner and time prescribed.

We further agree to enter into a contract with the Borough of New Providence to furnish and deliver the project described in this bid within the time limits contained in the Bid Proposal.

We (I) attach hereto as part of this proposal our *Bid Guarantee* in the amount of ten percent (10%) of the total price bid, but not more than \$20,000, payable unconditionally to the Owner, and a *Consent of Surety with Power of Attorney* for the full amount of the bid price from a Surety Company licensed to do business in the State of New Jersey. The particular requirements for the *Bid Guarantee* and the *Consent of Surety* are contained in the Instructions to Bidders.

We (I) certify the address below to be our true address to which notice of acceptance of Bid may be mailed, telegraphed, or delivered.

_____	_____
COMPANY NAME	FEDERAL ID # OR SOCIAL SECURITY #

MAILING ADDRESS	
_____	_____
SIGNATURE OF AGENT	TYPE OR PRINT NAME
_____	_____
TELEPHONE NUMBER	DATE
_____	[see section VII – G]
CONTRACTOR REGISTRATION NUMBER	
_____	[see section VII – H]
BUSINESS REGISTRATION SEQUENCE NUMBER	

**BOROUGH OF NEW PROVIDENCE
Bid Documents - Bidder's Checklist**

Required by Owner	Read, Signed and Submitted	Initial
<input checked="" type="checkbox"/> Bid Proposal Form	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Contractors Registration Certificate	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Contractors Registration Certificate for subcontractor(s)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Business Registration Certificate	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Business Registration Certificate for subcontractor(s)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Corporation/Partnership Owner Information	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Stockholder Disclosure Certification	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Stockholder List	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Questionnaire	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Equipment Questionnaire (for Construction Projects)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Affidavit	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bid Guarantee (Form of Bid Bond) (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Consent of Surety (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Affirmative Action Regulations	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Safety Acknowledgement	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Checklist	<input type="checkbox"/>	_____

Provided by Owner	Reviewed	Initial
<input checked="" type="checkbox"/> Insurance Requirements and Hold Harmless Language (pp. 22-23)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Mandatory Affirmative Action Language (Exhibits A)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Americans with Disabilities Act of 1990 Language (Exhibit B)	<input type="checkbox"/>	_____

CORPORATION AND/OR PARTNERSHIP OWNER INFORMATION

(PL 1977, c. 33, Approved April 3, 1977)

Every corporation and/or partnership submitting a bid shall submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder, or partner, is itself a corporation, or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established by this Notice, shall have been listed.

This information must be provided on the following page or attached to this page, or a certification must be submitted that such disclosure does not apply to this bidder.

STOCKHOLDER LIST CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation), and the percentage of stock owned. If none, so state here : _____ .

Corporate Name

Attest: _____

Officer

(Print or Type Name)

(Print or Type Name)

(Affix Corporate Seal)

Attest: _____

Officer

(Print or Type Name)

(Print or Type Name)

[Stockholders list begins on following page]

STOCKHOLDER LIST

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

BIDDER QUESTIONNAIRE

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. List any other contracts of a similar nature that your organization has completed within the past three years. Include the following information at minimum for each contract: Name and address of owner; contact person; phone number; type of contract; contract price and duration.

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

4. Have you, your company, or any organization of which you have been a responsible officer or agent ever defaulted on a contract? If so, when, where and why?

5. Has your company ever been adjudged bankrupt, or been subject to a receivership, or an order of reorganization? If so, when, where and why? _____

6. What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

Quantity	Item	Description, Size Capacity, Etc.	Condition	Years of Service	Present Location

7. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

TABLE 2

Quantity	Item	Description, Size Capacity, Etc.	Approximate Purchase	Cost Lease

8. List subcontractor(s) to be used on this job, including address and telephone number, and work they will be subcontracted to perform pursuant to N.J.S.A. 40A:11-16:

Plumbing, gas fitting, steam power plants, steam and hot water heating, ventilating apparatus, electrical, structural steel and ornamental iron, and all kindred work: _____

All other work required for completion of the project _____

1.) _____

2.) _____

3.) _____

BIDDER: _____ SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

9. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

_____ Yes _____ No

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by _____, and are available for and intended to be used on the Project, if _____ is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of contract, as set forth in Article 25, the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at _____ this _____ day of _____, 20 _____.

(Name of Organization)

By _____

(Title of Person Signing)

STATE OF _____

COUNTY OF _____

_____, Being duly sworn, deposes and states that he/she is _____ of the above _____

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____, 20_____

Notary Public

My Commission Expires _____

SUBMIT ONLY IF CHECKED

FORM OF BID BOND

Know now by these PRESENTS, that we, the undersigned:

_____ (NAME OF PRINCIPAL) as Principal,

AND _____ (NAME OF SURETY) as Surety, are held and firmly bound unto the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, in UNION COUNTY, in the penal sum of

\$ _____ dollars (the penal sum shall be equal to 10% of the Base Bid), lawful money of the UNITED STATES, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these PRESENTS.

The condition of the obligation is such that, whereas the PRINCIPAL has submitted the accompanying BID dated _____ for the following project or purchase:

now, therefor, the principal shall not withdraw said BID within the period specified therein, to wit: 60 DAYS after the opening of the same, and shall within ten (10) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, in accordance with the BID as accepted, and good and sufficient SURETY or SURETIES, as may be required, for the faithful performance and proper fulfillment of such contract. In the event of the withdrawal of said BID, within the period specified, of the failure to enter into such contract within the time specified, the PRINCIPAL shall pay the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, the difference between the amount specified in said BID and the amount for which the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE may procure the required equipment. If the former amount be in excess of the latter, then the above obligation to be void and of no effect, otherwise it is to remain in full force and virtue.

In witness whereof the above-bounded parties have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In presence of:

By:

(Individual Principal) (SEAL)

(Surety) (SEAL)

Countersigned by:

(Attorney in Fact)

SUBMIT ONLY IF CHECKED

CONSENT OF SURETY

A Performance Bond will be required from the successful Bidder on this project, and consequently, Bidders shall submit with their bid a certificate in substantially the following form:

TO: _____
(Owner)

FROM: _____
(Bidder)

PROJECT: _____
(Project Description)

This is to certify that the _____ (name of Surety Company) will provide to _____ (name of Bidder) a Performance Bond in the full amount of the awarded contract in the event that said Bidder is awarded a contract for the above Project.

IN WITNESS WHEREOF, the undersigned corporation, a surety licensed to do business in the State of New Jersey, has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this _____ day of _____, 20____ .

(Name of Surety's Principal)

Signature

(SEAL)

Countersigned by:

(Attorney in Fact)

NON-COLLUSION AFFIDAVIT

STATE OF _____ }

SS:

COUNTY OF _____ }

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

I am the _____ (sole owner, a partner, president, secretary, etc.) of _____, the Bidder making the foregoing Proposal for the Bid entitled _____, and that I executed the proposal with full authority to do so; 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 NEW PROVIDENCE 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 _____.

SIGNED: _____

PRINT NAME: _____

DATE: _____

Sworn to and subscribed

before me this _____ day of _____ 20____ .

Notary Public

My commission expires

AFFIRMATIVE ACTION REGULATIONS

A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS - Each 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:

1. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (*Letter of Federal Approval*);
2. A certificate of employee information report approval, issued in accordance with NJAC 17:24-4 (*State Certificate*);
3. An employee information report (*Form AA302*) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with NJAC 17:27-4.

B. CONSTRUCTION CONTRACTS – After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

We hereby understand and will comply with the appropriate sections above and all other appropriate provisions of NJSA 10:5-31 et seq. (NJAC 17:27).

I certify that this information is correct to the best of my knowledge.

Firm name

Signature

Title

Sworn to and subscribed

before me this _____ day
of _____ 20____ .

Notary Public

My commission expires

BIDDERS SAFETY ACKNOWLEDGEMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA), NJ Traffic regulations and the requirements of the State of New Jersey Department of Labor and Industry and Manual On Uniform Traffic Control Devices (MUTCD) shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Traffic Control, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the BOROUGH OF NEW PROVIDENCE that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this BOROUGH OF NEW PROVIDENCE representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

Witness or Attested By

Signature

Date

Name of Organization

Print Name and Title of Person Signing

(Must be signed and submitted with Bid Proposal)

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF BIDS

- A. The Borough of New Providence, Union County, New Jersey (hereinafter referred to as "Owner") invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid number being bid.
- D. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER- Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER.** As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the OWNER. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. **40A:11-21.**

Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to **N.J.S.A. 40A:11-22.**

Failure to submit this shall be cause for rejection of the bid.

C. BACKGROUND CHECK

Prior to award a contract the contractor is responsible to provide a list of all employees to work in the Borough. The contractor is advised that the New Providence Police Department will perform a background check on each individual. Only individuals who are accepted for work in the Borough by the New Providence Police Department can be utilized by the contractor. Failure to comply with a background check is reason for the Borough to reject the contractors bid.

If the contractor desires to add any new employees at any time during the term of the contract, the new employees must accepted for work in the Borough by the New Providence Police Department via a background check as outline above.

All subcontractors must meet the above requirements for background checks.

D. LABOR AND MATERIAL (PAYMENT) BOND **(Not Required for this Bid)**

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE **(Not Required for this Bid)**

Successful bidder shall upon acceptance of the work and prior to a final payment submit a maintenance bond in the amount of 10% of the total contract sum guaranteeing against defective quality of work or materials for the period of – Two (2) years.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the bid. In order to be given consideration, written requests for interpretation

must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with **N.J.S.A. 40A:11-23**. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.

D. Notice of revisions or addenda to advertisements or bid documents shall be provided as follows:

1. For all contracts except those for construction work and municipal solid waste collection and disposal service, notice shall be published no later than five days, Saturday, Sunday, and holidays excepted prior to the date for acceptance of bids, in an official newspaper of the contracting unit and be provided to any person who has submitted a bid or who has received a bid package, in one of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.
2. For all contracts for construction work, notice shall be provided no later than seven days, Saturday, Sunday, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package, in one of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.
3. For municipal solid waste collection and disposal contracts, notice shall be published in an official newspaper of the contracting unit and in at least one newspaper of general circulation published in the State no later than five days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids.

E. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to **N.J.S.A. 40A:11-18**.
- E. Wherever practical and economical to the OWNER, and whenever appropriate for the types of equipment or materials being supplied, it is desired that recycled or recyclable products be provided. However, no such recycled or recyclable materials shall be used in any vehicle, equipment, or construction project without the specific approval of the OWNER.

V. INSURANCE AND INDEMNIFICATION

A. Types and Amounts of Required Insurance

The Bidder shall maintain insurance of the types marked by below. The minimum amounts of insurance to be carried by the Bidder during the life of the contract shall be as listed.

- a. Workers' Compensation and Employer's Liability Insurance

Adequate Workers' Compensation and Employer's Liability Insurance for all employees employed in connection with the work. Each subcontractor shall provide Workers' Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by Contractor's insurance.

Employers Liability Insurance shall have limits not less than \$500,000 per accident, or \$100,000 per claim.

- b. Public Personal Injury Liability and Property Damage Liability Insurance, including contingent liability, contractual liability and completed operations liability insurance.

One person in any one occurrence \$500,000.
 Two or more persons in any one occurrence \$1,000,000.
 Property damage in any accident \$250,000.
 Aggregate property damage limit \$500,000.

OR

Combined Single Limit..... \$1,000,000.

Property damage coverage shall be extended to cover damage to underground wires, ducts, pipes, conduits, etc.

- c. Automobile Liability Insurance

One person in any one occurrence \$500,000.
 Two or more persons in any one occurrence \$1,000,000.
 Property damage in any one occurrence..... \$250,000.

OR

Combined Single Limit..... \$1,000,000.

The policies shall remain in effect until all work has been completed. The Bidder shall ascertain the cost of all required insurance before preparing and submitting the bid.

B. Certificates of the Required Insurance

Certificates for the insurances as listed above shall be submitted before the contract can be prepared as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

The certificate of insurance furnished by the Bidder shall specify that the indemnification below is guaranteed by the policy. The certificate shall also state that the Bidder's insurance for public personal injury liability and property damage liability (in paragraph b. above) and automobile liability (in paragraph c. above) names the Borough of New Providence as an additional named insured.

All of the Bidder's insurance coverage shall contain a clause requiring the insurance company to notify the Borough of New Providence at least 30 days prior to cancellation of any policy.

C. Indemnification

Successful bidder will indemnify and hold harmless the OWNER, its officers, agents, and employees, from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

D. Subletting

Subletting is not permitted on the contract for Professional Cleaning Services. The Contractor can use a subcontractor for stripping and waxing of floors and/or shampooing of the carpets with the approval of the Public Works Manager. The contract will only be with the bidder and all payments will be made to the bidder. The bidder will accept all responsibility for the subcontractor's work and will be required to supervise their work. The subcontractor must be covered by the bidders insurance and bonding.

VI. PREPARATION OF BIDS

- A. The OWNER is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to **N.J.A.C. 5:34-4.9**.

NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

VII. STATUTORY AND OTHER REQUIREMENTS

A- Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of **N.J.S.A. 10:5-31** et seq. (P.L. 1975, c.127).

A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS - Each 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:

1. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (*Letter of Federal Approval*);
2. A certificate of employee information report approval, issued in accordance with NJAC 17:24-4 (*State Certificate*);
3. An employee information report (*Form AA302*) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with NJAC 17:27-4.

B. CONSTRUCTION CONTRACTS – After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title H of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

C. Prevailing Wage Act (When Applicable)

Pursuant to **N.J.S.A. 34:11-56.25** et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in **N.J.A.C. 12:60-6.1(c)**. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

G. Contractor Registration Act

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (**N.J.S.A. 34:11-56.26**) unless the contractor is registered pursuant to this Act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 (**N.J.S.A.34:11-56.48 et seq.**) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act. (cf: P.L. 1999, c.238, s.4).

Failure to submit this shall be cause for rejection of the bid.

H. Business Registration Act

Professional, Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (**N.J.S.A. 54:32B-1 et seq.**) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (**N.J.S.A. 54:32B-1 et seq.**) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

Failure to submit this shall be cause for rejection of the bid.

VIII. METHODS OF AWARD – CONTRACTS OTHER THAN BUILDINGS

- A. The OWNER may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- B. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.
- C. The OWNER may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- D. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.
- E. Under this contract, the Bidders shall have at least three (3) years experience in work similar to that which is required under the respective contract, and shall also submit a "Contractor's Questionnaire for at least five (5) such projects. Sheets are provided for this in the specifications.

METHODS OF AWARD – BUILDING CONTRACTS

- A. All contracts shall be for 12 consecutive months unless otherwise noted in Technical or Supplemental Specifications.
- B. Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed in Section 16 of P.L. 1971, c.198 (separate plans and specifications for plumbing and gas fitting; heating and ventilating; electrical; structural steel and iron work; and all other work), the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category.
1. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors.
 2. The certificate may take the form of a single certificate listing all subcontractors or alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.
- C. Contracts shall be awarded to the lowest responsible bidder.
1. In the event that a contract is advertised for separate bids for each branch of work, or bids for all the work and materials required to complete the building to be included in a single overall contract, said contract shall be awarded in the following manner: If the sum total of the amounts bid by the lowest responsible bidder for each branch is less than the amount bid by the lowest responsible bidder for all the work and materials, the contracting unit shall award separate contracts for each of such branches to the lowest responsible bidder therefor, but if the sum total of the amounts bid by the lowest responsible bidder for each branch is not less than the amount bid by the lowest responsible bidder for all the work and materials, the contracting unit shall award a single overall contract to the lowest responsible bidder for all of such work and materials.
 2. In every case in which a contract is awarded for all the work and materials required to complete the building in a single overall contract, all payments to be required under such contract for work and materials supplied by a subcontractor shall, upon the certification of the contractor of the amount due to the subcontractor, be paid directly to the subcontractor.
- D. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

IX. REJECTION OF BIDS

- A. Availability of Funds
Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. Multiple Bids Not Allowed
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

- C. Unbalanced Bids
Bids which are obviously unbalanced may be rejected.
- D. Unsatisfactory Past Performance
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefor, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.
- E. Failure to Enter Contract
Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

X. TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

XI. CONTRACTOR OBLIGATIONS

- A. Conditions of Work – Each bidder must inform himself fully of the conditions relating to construction, obtaining material, and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in this bid.
- B. Emergency Telephone Number – The contractor must maintain a telephone where the contractor can be reached on weekdays between the hours of 6:00 p.m. and 7:00 a.m., prevailing time, and throughout weekends and legal holidays from 6:00 p.m. the day before any weekend or holiday to 7:00 a.m., prevailing time, the day after any weekend or holiday. The contractor will inform the Owner of the telephone number before work begins on the contract.

- C. Maintaining Underground Services – The contractor shall take all precautions to prevent damage to any underground services or appurtenances shown on the plans or which may be uncovered or noticed during construction. Upon uncovering such lines, he shall immediately notify the Owner who will advise whether the line or lines must be maintained or may be removed. Restoration of drains, including their extension and/or realignment, raising of valve stem pipe sleeves, or the adjustment of sanitary sewer cleanout pipes must be included in any of the **“PAY ITEMS”** for this contract. No extra payment will be made for such work.
- D. Water Supply and Electricity – The contractor shall make all necessary arrangements for water supply and electricity, required for his own purposes, and no payment will be made for same other than what is included in the prices bid for construction work.
- E. Control and Protection of Traffic at Construction Sites – Vehicular and pedestrian traffic on all roadways, sidewalks, and walkways shall be conducted and controlled accordingly. The contractor shall, for the protections of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

Traffic on all roadways within the Borough of New Providence is under the direct supervision and control of the Police Department of the Borough of New Providence hereinafter referred to as the police, who will enforce these requirements and the motor vehicle code as they pertain to the Contractor.

If the police notify the Contractor or his superintendent of any hazardous construction practice, violation of the regulations, or violation of the motor vehicle code, or if traffic volumes become excessive, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the police before work is resumed. Protection of personnel vehicles parked near the work area is the responsibility of the contractor. At no time shall personnel vehicles be permitted to park directly within the work area or immediately adjacent thereto.

The work shall include the installation, transportation, continuous maintenance, repair, and replacement of all protective and warning devices required by these provisions, including immediate repair or replacement of such devices as may be damaged by weather, vehicular traffic or other causes.

Barricades shall be constructed in such a manner as to withstand all conditions of weather, handling and usage to which they may be subjected. Contractor shall submit barricades or drawings thereof to the police for approval before any barricade shall be used on the job.

Flashing amber lights shall be battery powered, two directional flashing amber lights. Flashing lights shall be mounted with the beam aimed along the roadway facing traffic and at least four feet above the pavement. In the event of a lane closing after the hours of darkness, both sides of the open lane shall be marked by the flashing lights so as to afford a clearly marked lane of travel for approaching traffic.

Flagmen, if required, shall be alert at all times and neat in appearance. The flag shall be orange in color, of cloth eighteen (18) inches square and shall be mounted on sturdy thirty-six (36) inch shafts.

The working site shall, as mentioned, be kept clear of parked vehicles except those in actual use at the operation in progress. No vehicle, regardless of the reason for its presence, shall be parked in such a manner as to present a hazard to passing traffic, vehicular or pedestrian.

GENERAL CONDITIONS

GENERAL CONDITIONS

GC 01 - WORK TO BE PERFORMED

The Contractor shall perform all work to provide the services for **“SNOW REMOVAL SERVICES”** including all materials, tools, labor, and equipment except as otherwise specified, necessary, proper, and incidental, to the work requested in the Specifications, or ordered in accordance with the stipulations thereof; all to be in the manner, within the time, and for the consideration herein stipulated and agreed upon. The contract shall be for 3 Years. The contract start time shall be determined prior to the award of the contract.

GC 02 - ALTERNATE WORK SHALL BE IN ACCORD WITH SPECIFICATIONS

The work during its progress and upon its completion must conform with the Contract Specifications, under the terms of this contract; in no case shall any work in excess of the requirements agreed upon between the Contractor and Owner be paid for unless authorized in writing by the Owner or his agents especially authorized to do so.

GC 03 - EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

The Contractor is advised to carefully examine the specifications and sites for the proposed work. It is the obligation of the Contractor to ascertain for himself all the facts concerning conditions of the locations and to consider fully these and all other matters which can in any way affect the work under this Contract, and to make the necessary investigation relating thereto, and he agrees to this obligation in signing the Contract. The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical conditions of the locations.

The Contractor agrees that he will make no claim for, and has no right to, additional payment or any other concession because of any misinterpretation or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work. The contractor is encouraged to perform a site visit to each location prior to submitting the bid.

During the progress of the Work, requests for clarifications shall be made ten (10) days before they are needed. Such clarifications prepared by the Owner after the Contract has been awarded, shall be rigidly followed, and no extra charge shall be made for any work in connection with their execution as long as they are consistent with and meet the spirit of plans and specifications prepared by the contractor.

GC 04 - EXTRA WORK

In case work not classifiable under any unit or lump sum item of the contract shall be found necessary, the Contractor shall perform such work as the Owner may order, and agrees to accept as full compensation for such extra work the actual and necessary net cost of the work, as determined by the Owner, plus fifteen (15%) percent of such cost.

Such actual net cost shall cover all labor and materials necessary for the performance of the extra work, including any extraordinary expenses incurred directly on account thereof, the wages of foreman and the expense attached to contractor's liability insurance covering the labor so employed.

GC 05 - (RESERVED - SEE ATTACHMENT IF APPLICABLE)

GC 06 - ALTERATIONS AND MODIFICATIONS

This contract, the specifications, prepared by the Owner may be modified and changed if agreed in writing between the parties hereto, in a manner not materially affecting the substance thereof, nor materially increasing the amount to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

GC 07 - CONTRACTOR'S REPRESENTATIVES AND EMPLOYEES

The Contractor shall give his personal attention to the faithful prosecution of the work, and shall, either in person or by a duly authorized **English-Speaking Representative**, be present on the site of the work continually during its progress.

Such representative shall have authority to receive and to act without delay upon all instructions of the Owner or his agents in the prosecution of the work in conformity with this contract.

Only competent and skilled workers shall be employed on the work, and whenever the Owner shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful or disorderly, or in any other way unsatisfactory, such man shall be discharged from the work and not again be employed on it, except with the consent of the Owner.

GC 08 - LEGAL ADDRESS OF CONTRACTOR

Both the address given in the bid or proposal upon which this contract is founded and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters and other communications to the Contractor may be mailed or delivered.

The delivering at either of the above named places, or depositing in a postpaid wrapper directed to either of such places, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing.

The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Owner.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

GC 09 - PRICES FOR WORK

The Owner shall pay and the Contractor shall accept as full compensation for everything furnished and done by the Contractor under this contract, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all rights of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof as herein provided, the unit prices stated by the Contractor in the Proposal, for the actual quantity of authorized work done under each item scheduled in the proposal.

All work of every description shall be laid out by the Contractor, who shall be held solely responsible for its correctness.

All expenses from the above work or the correction of the same shall be borne by the Contractor responsible for same.

GC 10 – ORDERS

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders related to the quality and cost of the work may be given by the Public Works Manager and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work upon which the orders are given.

GC 11 - DAMAGE CLAIMS BY CONTRACTOR

If the Contractor claims compensation for any damage alleged to have been sustained by reason of any act of omission of the party of the first part, or any of its agents, he shall, within one week after the sustaining of such damages, make a written statement to the Borough Administrator of the nature of the damage sustained, and shall, on or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, file with the Owner an itemized statement of the details and amounts of such damage, and unless each statement shall be made as so required, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment of any damage.

GC 12 - OWNER'S RIGHT TO TERMINATE AGREEMENT AND COMPLETE THE WORK

The Owner shall have the right to terminate his agreement with the Contractor after giving ten day's written notice of termination to the Contractor in the event of any default by the Contractor.

- A. Default by the Contractor: It shall be considered a default by the Contractor whenever he shall:
1. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors, or
 2. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof, or
 3. Fail to provide a qualified superintendent, competent workers or subcontractors, or proper materials, or fail to make prompt payment therefor.
- B. Completion by the Owner: In the event of termination of the Agreement by the Owner because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.
- C. Payment for Work: Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Price shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

GC 13 - RIGHT OF PROPERTY IN MATERIALS

Nothing in this contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the work or soil, nor in materials which have been estimated for partial payment, but all such materials shall, upon being so attached or affixed, or estimated, become the property of the Owner.

GC 14 - DEFECTIVE WORK

Inspection of the work shall not relieve the Contractor from any of his obligations to fulfill the contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may have been previously overlooked by the Owner and accepted or estimated for payment.

If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Superintendent of Public Works, and if any material brought upon the ground for use in the work, or selected therefor, shall be condemned by the Superintendent of Public Works as unsuitable or not in conformity with the specifications, the Contractor shall forthwith move such material from the vicinity of the work.

If the Contractor shall fail to remove or replace any defective or damaged materials or work after reasonable notice, the Superintendent of Public Works may cause such materials or work to be removed or replaced, and the expense thereof shall be borne by the Contractor.

GC 15 - OWNER'S REPRESENTATIVE TO DECIDE

All the work under this contract shall be done to the satisfaction of the Owner's representative, who shall in all cases determine the amount, quality, classification, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder, and who shall decide all questions which may arise as to measurement of quantities and fulfillment of the conditions of this contract on the part of the Contractor and his determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

GC 16 - PERMITS AND LICENSES

The Contractor shall procure all required permits and licenses, pay all charges and fees therefore, and shall give all notices necessary and incident to the due and lawful prosecution of the project. The cost thereof shall be included in the prices bid for the various items scheduled in the project.

GC 17 - PROTECTION OF PUBLIC UTILITIES AND SUBSURFACE STRUCTURES

Within the site of the project there may be public utility structures, and notwithstanding any other clause or clauses of this contract, the contractor shall not proceed with the work until he has made diligent inquiry at the offices of the Engineer and the utility companies to determine their exact location. The Contractor shall notify in writing the utility companies which may be affected, concerning the nature and scope of the project.

The Contractor shall carry out his work carefully and skillfully and shall support and secure public utility structures, so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. He shall not move, without the Owner's consent, any public structures, and at the completion of the work, their condition shall be as safe and permanent as before.

When public utility structures are damaged by the Contractor, he shall notify the owners who may cause the damage to be repaired at the Contractor's expense. If the cost thereof be not paid by the Contractor, within 30 days after repairs have been completed, the Borough may retain an amount sufficient to cover the cost from the monies due, or that may become due, or that may become due to the Contractor under this Contract.

House connections damaged by the Contractor shall be repaired by licensed plumbers at the Contractor's expense. The Contractor shall not interfere with or place any impediment in the way of any person or persons who may be engaged in making any sewer connections or in resetting any frame or heads for water and gas valve or underground electric installations.

GC 18 - PROPERTY DAMAGE

The Contractor shall not enter upon or make use of any private property along the line of the project, except where permission is secured in writing therefore from the owner. He will be held responsible for all damages or injury done by those in his employ, to any private or public property of any character during the prosecution of the project. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project.

In case of failure on the part of the Contractor to restore or repair such property in the manner satisfactory to the owner, the Owner may, upon 48 hours notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract.

GC 19 - DAMAGE TO TREES (not in this contract)

The contractor shall take care to insure that existing trees within the Projects limits are not damaged in any way by means of the execution of the work required. Construction fence tree protection must be installed as per the plan prior to the start of construction.

Upon completion of all work, before a final payment is made, the Engineer, or other Borough Official designated as a tree expert, shall inspect all trees for damage. A penalty of \$500.00 per damaged tree shall be deducted from the final payment at the discretion of the Public Works Manager.

GC 20 - (RESERVED)

GC 21 - SAFETY

The prime Contractor shall be responsible for safety on this project of all work under this Contract, and when this Contractor is aware of unsafe practices of other contractors, he shall immediately take remedial action and report same to the Public Works Manager.

The Contractor shall comply with all applicable provisions of the Construction Safety Code of the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety, effective November 14, 1963, and all amendments thereto, as established under the authority of the Construction Safety Act, PL1962, Chapter 45.

GC 22 - (RESERVED)

GC - 23 PROTECTION OF PROJECT

The Contractor will be responsible for the protection of the project and must install suitable barricades and signs.

GC 24 - LAWS AND REGULATIONS

The Contractor shall keep himself informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work, or the material used in the work, or in any way affecting the conduct of the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency shall be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner.

He shall at all times himself observe and comply with and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and his officers and agents against any claim or

liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees or subcontractors.

GC 25 - WAIVERS

Neither the acceptance of the Owner or the Public Works Manager, nor any of their employees, nor any order, measurement or certificate of the Public Works Manager, nor any order by the Owner for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Public Works manager or the Owner, nor any extension of time, nor any possession taken by the Owner or employees thereof, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Owner, or of any right to damages herein provided, nor shall any waiver of any breach of this contract to be held to be a waiver of any other subsequent breach.

All remedies provided in this contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

GC 26 - FINAL PAYMENT TO TERMINATE LIABILITY OF THE OWNER

No person, firm or corporation other than the signer of this contract as Contractor now has any interest hereunder, and no claim shall be made or be valid and neither the Owner nor any of his agents shall be liable for or be held to pay any money, except as provided in this contract. The acceptance of the Contractor of the final payment aforesaid shall operate as, and shall be a release to the Owner and his agents.

GC 27 - METHOD OF PAYMENT

Payment will be made to the contractor on a monthly basis. The contractor shall submit an invoice for payment at the end of each month. Payment will be made within 30 days of acceptance of invoice by the Superintendent of Public Works.

GC 28 - CARE AND PROTECTION OF WORK AND EXISTING STRUCTURES (not in this contract)

From the commencement of work, the Contractor shall be solely responsible for the care of the work during its progress, for materials delivered and intended to be used and for protection to existing structures, trees or shrubs on or adjacent to the site of the work. Any injury or damage to the same shall be made good at the Contractor's expense.

GC 29 - WORK IN BAD WEATHER (not in this contract)

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

GC 30 - DUST CONTROL (not in this contract)

The Contractor shall utilize all necessary methods of controlling dust during the demolition and removal of debris. Any dust accumulation on adjoining buildings, pavement or other areas in the vicinity of the work site resulting from the Contractor's activities shall be thoroughly cleaned to the satisfaction of the owner and the Engineer.

GC 31 - CONTROL AND REMOVAL OF DEBRIS

The Contractor shall be responsible for the safe and prompt removal of all debris from the worksites. The Contractor is obligated to conform to all laws, statutes, regulations and/or ordinances regarding the proper disposal of debris.

The Contractor shall not allow debris of any type to be placed, dropped, thrown or otherwise deposited about the worksite in such a manner as to cause or allow such debris to become scattered

on or off the worksite, or in any way to create a hazard to the occupants of the property, visitors, passersby, or any other person or persons.

GC 32 – CONSTRUCTION CONTRACT DISPUTE PROCEDURES

1. All construction contract documents entered into in accordance with the provisions of P.L. 1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L. 1997 c.371 (C.40A:11-1) (January 13, 1998) shall provide that disputes arising under the contract shall be submitted to mediation pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c.198 (C.40A:11-1 et seq.).
2. Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the person appointed to resolve the dispute determines that such is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the person appointed to resolve the dispute determines that the disputes are inappropriate for joining.
3. For the purposes of this section, the term “construction contract” means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management.

GC 33 - TIME OF COMPLETION:

The contract shall be for 4 Years. The contractor must be on call for all weather events requiring snow removal or de-icing of Borough properties or streets.

Failure to be available for the work will subject the contractor to liquidated damages as outlined in section GC 34.

GC 34 – FAILURE TO COMPLETE ON TIME:

Snow removal services as outlined in Section GC 33, the contractor shall pay liquidated damages consisting of Borough costs to complete the snow removal services not to exceed three times the hourly bid price for a specific item in the bid.

[End of General Conditions]

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

FOR

SNOW REMOVAL SERVICES

COUNTY OF UNION

AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A:11-1 et seq.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (609-292-2259). The State wage rates in effect at the time of award will be made a part of this contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25 et seq.)

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the Borough of New Providence. No work shall start before approval of said award by the Borough of New Providence.

Award of contract will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton, NJ 08625 (609-633-3390).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

The contract shall be for 4 Years after award of the contract.

The work to be supplied shall be in conformance with the following specifications:

EQUIPMENT AND PERSONAL:

1. The equipment to be supplied to perform this snow plowing and/or removal operations shall be one or more of the following indicated types:
 - a) Dump truck (with driver) equipped with a ten (10) foot snow plow blade or larger.
 - b) Four-wheel drive pick-up truck (with driver) equipped with an eight (8) foot snow plow blade or larger.
 - c) CDL Class 'A' driver to be utilized by the Borough on an as need basis to drive Borough trucks.
 - d) Sidewalk snow removal
2. All vehicles supplied must be in good mechanical condition. The Superintendent of Public Works has the right to physically inspect the equipment at any time. If the equipment is determined not to be in good condition, the contractor shall replace the equipment immediately.
3. Prior to the award of a contract the Borough of New Providence reserves the right to visually, physically and mechanically inspect any and all equipment to be utilized on the contract.
4. Prior to the award of a contract to the responsible bidder, the Borough of New Providence will require submission of a photocopy of the current N. J. Division of Motor Vehicles Registration Certificate for all vehicles for review and approval by the Borough.
5. All vehicles supplied for snow removal services shall be equipped with a complete snow plow, including frame, blade etc. and shall be furnished with ballast and skid chains, or snow treaded tires, when required, and shall be properly maintained.

6. All vehicles supplied for snow removal services shall also be equipped with a yellow flashing rotating beacon, properly licensed by the New Providence Police Department, as well as a CB (Citizens Band) radio. It will be the intention of the Borough keep in radio communication with the contractor.
7. In the event that a vehicle fails to report, is unsuitable for duty as determined by the aforesaid municipal officials, or breaks down in service, it shall be immediately replaced in kind by the contractor, if not the contractor is subject to Liquidated Damages as outlined in Section GC 34.
8. The Borough of New Providence may, at its discretion, provide and/or offer minor on-road mechanical service, to be performed by the Borough's personnel, with the full knowledge and/or verbal permission of the vehicles owner, to be paid for at nominal and competitive rates by said owner, in order to get said vehicle back, in an operating condition to perform the assigned snow plowing operations.
9. The contractor furnishing and supplying the vehicles shall provide for all fuel, repairs, lubrication and any other expenses incidental thereto.
10. If room is available the Contractor may leave or park one or more of his trucks for the entire snow plowing season at the Borough's Department of Public Works Yard. While the yard in question is fenced enclosed the Borough cannot specifically offer any guarantees whatsoever as to providing security, etc. and it is assumed that the Contractor's insurance will cover any potential damage and/or loss to his machine.

If the Contractor elects to temporarily store one or more of his trucks at the Borough's Public Works yard he shall:

- a) Give the key, or keys, to the Superintendent or Public Works so that truck can be moved in case of an emergency.
 - b) Remove the truck(s) from the Borough's Department of Public Works yard upon completion of the season or when ordered by the Superintendent of Public Works
11. As stated the Contractor must supply his own fuel, oil and repairs etc. In an emergency situation during the snow plowing period, should one or more of the trucks run short of either diesel fuel or unleaded gasoline, the Borough's Department of Public Works may elect to sell either diesel fuel and/or unleaded premium gasoline and would do so at the Borough's replacement cost (cost of fuel or gasoline at next purchase) plus 5% for administration. Any diesel fuel or unleaded gasoline purchased would be either reimbursed by the Contractor or deducted from any payments due him. Due to the extreme flexibility in the marketplace during this calendar year at this time the actual cost per gallon of both of diesel fuel and unleaded premium gasoline cannot be predicted.

LABOR:

1. The hourly rate for the equipment to be supplied to perform the snow plowing operations shall include N. J. Division of Motor Vehicles Commercially Licensed drivers to operate each truck.
2. Upon award of contract the Borough's Department of Public Works will require the Contractor to submit the names, addresses, and New Jersey Drivers License numbers of

all potential drivers to be used during the contract period. The Borough's Police Department will check each license with the New Jersey Division of Motor Vehicles. Any driver currently driving with a suspended or revoked license will not be deemed acceptable.

3. The contractor shall furnish all labor for operating and servicing the equipment.
4. The contractor, shall, at all times, employ in the operation of his vehicles operating personnel experienced in snow plowing and/or removal work and thoroughly familiar with the assigned routes and/or other responsibilities.
5. The Borough of New Providence, through its Public Works Manager or his designated representative, reserves the right, at any time to:
 - a) Require submission of a photocopy of the New Jersey Division of Motor Vehicles Commercial Drivers License of the assigned and reporting driver or drivers for review and approval.
 - b) Order the contractor to remove and replace any driver and/or other contractual employee for reasons of improper conduct, incompetence or such other reasons as may prevent the properly and orderly execution of the work.

OPERATIONAL:

1. Upon execution of the contract it is the contractor's responsibility to furnish one or more telephone numbers where he or his agents can be reached 24 hours a day during the extent of the contract.
2. It is the policy of the Borough of New Providence to provide plowing services in snowfalls averaging in excess of 4 inches or heavy icing conditions. The utilization of contractual services is a matter of judgment based on experience and current weather reports. In general telephone notice will be given when accumulations of two inches of snow are recorded with predictions of continuance to four or more inches.
3. Upon receiving telephone notice to report, contractors, or their assigned employee drivers, are to report to the Borough of New Providence Public Works Yard, 76 Park Place, within one (1) hour of receiving the call. The requested truck(s) should be in good mechanical condition completely full of fuel. The contractor will not be compensated for driving to the Public works Yard. Payment for the contract will begin after the truck(s) arrive at the Public Works Yard and are checked in by the Superintendent of Public Works.
4. All work performed under the contract shall be under the general supervision of the Superintendent of Public Works or his designated representative.
5. If during the performance of the work under the contract, the contractor's equipment shall experience mechanical breakdown, or otherwise fail to properly perform, the hourly rate of pay shall cease until such time as satisfactory performance has been resumed.

Downtime for meals, rest periods, refueling, maintenance, or any other reason shall not be included for payment.

6. Upon reporting for service the contractor or his assigned employee driver will be assigned to a designated snow plow route or snow removal operation. At all times during performance of the work the driver, truck and snow plow is to adhere strictly to the route and/or the function assigned to him by the Superintendent of Public Works or his designated representative.
7. The contractor, or his assigned employee driver, shall discontinue his assigned activity immediately upon being directed to do so by the aforesaid municipal officials and the hourly rate shall cease thereafter.
8. The Borough of New Providence reserves the following rights:
 - a) To assign the contractors vehicle or vehicles to work in tandem, or as a pair, with a municipally owned and operated vehicle.
 - b) To assign personnel to ride as helpers in contractor's trucks, said helpers to be compensated entirely and directly by the Borough.
 - c) To assign a given snow plow route to a contractor to be performed by said contractor for the entire snowfall season (term of the contract) or to rotate or reassign routes with every separate snowfall event, or to do what is in the best interest of the Borough and its residents.
 - d) To request inspection of time sheets or other records or information from the contractor records or information from the contractor to substantiate charges made pursuant to the contract.

PAYMENT:

1. Payment shall be made on a monthly basis for the hours actually worked, times the hourly rate bid for each and every vehicle with the driver or CDL-class 'A' driver(s) utilized by the Borough.
2. Minimum payment time shall be made in one half hour increments.
3. If the Contractor elects to purchase the diesel fuel and/or gasoline from the Borough, the contractors cost (Borough replacement cost + 5%) of said diesel fuel and/or gasoline will be deducted from any payments due him for his services.

Payment for the "CDL-Class 'A' Driver" will only be made on an hourly basis if the Borough utilizes the driver.

END OF SPECIFICATIONS

LOCATION MAP

EXHIBITS

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

Exhibit B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12 1 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

