

**BOROUGH OF NORTH CALDWELL**  
**ESSEX COUNTY, NEW JERSEY**  
**MOWING & TRIMMING MUNICIPAL FACILITIES**

**March 23, 2021**

*Kevin O'Sullivan* \_\_\_\_\_

Kevin O'Sullivan  
Borough Administrator

## **NOTICE TO BIDDERS**

### **BOROUGH OF NORTH CALDWELL**

### **ESSEX COUNTY, NEW JERSEY**

Sealed proposals will be received by the Borough of North Caldwell, New Jersey at the Municipal Building, Gould Avenue, North Caldwell, New Jersey 07006, on Tuesday, April 20, 2021 at 10:00 a.m., prevailing time, and then publicly opened and read aloud for:

### **MOWING & TRIMMING MUNICIPAL FACILITIES**

The work to be done under this contract includes the mowing and trimming of grass at various municipal facilities and the one time application of an acaricide (pesticide) in the Borough of North Caldwell, including athletic fields.

Bid specifications and proposal forms may be examined and obtained at the office of the Borough Clerk, 141 Gould Avenue, North Caldwell, NJ 07006, by appointment between the hours of 8:30am and 4:00pm. The first several pages may be previewed on the Borough's website at [www.northcaldwell.org/purchasing](http://www.northcaldwell.org/purchasing) but all bidders shall request an official copy from the Borough Clerk.

Sealed bids shall be submitted to the Borough Administrator via Certified mail or overnight delivery, or, alternatively, Bidders are directed to drop their bids into the mailbox at Borough Hall. Bidders should call Borough Hall, (973) 228-6410, during regular business hours to schedule a drop-off for oversized bid packages that do not fit through a standard mail slot. Each bid must be made on the prescribed forms furnished with the Bid Specifications.

In light of the ongoing Coronavirus Public Health Emergency and the social distancing restrictions enacted by the state of New Jersey in relation to public gatherings, bidders, interested parties and members of the general public will not be permitted to physically attend the unsealing of bids in-person. In order to ensure that bidders, interested parties, and members of the general public who wish to view/attend the live opening of bids on April 20, 2021 at 10:00 a.m., prevailing time, are able to do so, the Borough of North Caldwell will broadcast the unsealing of said bids, in real time, via online livestreaming technology, which the public can access through RingCentral as described below:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1479232470>

For the best audio experience, please use computer audio.

Or iPhone one-tap : US: +1(470)8692200,,1479232470#

Or Telephone: US: +1(470) 869-2200 Meeting ID: 147 923 2470

At the close of the bid opening on April 20, 2021, the unsealed bid packages of the three (3) lowest apparent bidders will be scanned and posted to the Borough website, <http://www.northcaldwell.org/purchasing>, in order to ensure that bidders, interested parties, and members of the general public are afforded an opportunity to review said bids.

Bid must be accompanied by a Consent of Surety and a Certified Check, Cashier's Check or Bid Bond of not less than ten (10%) percent of the amount bid, and not to exceed \$20,000.00. Bids may be submitted by mail, but will be considered only if received on or before such date and time.

State of New Jersey Labor prevailing wage regulations and Standards Provisions will apply. Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and PL 1977, c.33. Bidders are required to comply with the New Jersey Business Registration Certificate Law, P.L. 2004, c. 57. Bidders are required to comply with the Public Works Contractor Registration Act, P.L. 1999, c. 238.

The Borough reserves the right to reject any and all bids, to waive immaterial informalities, and/or to accept the bid which, in the opinion of the Borough, will be in the best interest of the Borough, all in accordance with the New Jersey Public Contract Law N.J.S.A. 40A:11-1 et. seq.

By order of the Borough Council and Borough Administrator of the Borough of North Caldwell.

By Order of the Mayor and Council  
of the Borough of North Caldwell

Tami Michelotti, Borough Clerk

**BOROUGH OF NORTH CALDWELL**

**ESSEX COUNTY, NEW JERSEY**

**MOWING & TRIMMING MUNICIPAL FACILITIES**

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## **BOROUGH OF NORTH CALDWELL, N.J.**

### **INFORMATION TO BIDDERS**

#### **B-1 DEFINITIONS**

Attention of the bidders is directed to the form of contract contained herein for definitions.

#### **B-2 DATE AND PLACE OF OPENING BIDS**

Sealed proposals for this project as described in the Specifications will be received, opened, and read in public at the time and place stated in the advertisement, a copy of which is enclosed herewith.

#### **B-3 SPECIFICATIONS**

Specifications, forms of proposal and contract may be obtained at the office of the Borough Clerk, Tami Michelotti, Borough Hall, 141 Gould Avenue, Borough of North Caldwell, New Jersey 07006, upon payment of \$20.00 per set. The payment represents the cost of preparation of the Specifications for the use of the bidders in preparing their proposals and is not returnable.

#### **B-4 BID SECURITY**

As stated in the advertisement, each bid shall be accompanied by a certified check, cashier's check, or a bid bond to the Borough of North Caldwell in an amount not less than ten percent (10%) of the base bid, but in no case less than \$500.00 nor greater than \$20,000. The checks or bonds of the three lowest bidders will be held by the Borough until the successful bidder is selected, the contract properly executed, and a bond, satisfactory to the Borough, is posted. The checks or bond of all but the three lowest bidders will be returned within three days after the date on which the bids are opened.

The check or bond of the successful bidder shall be forfeited to the Borough as liquidated damages should they fail or refuse to execute and deliver the contract and bond required within ten (10) calendar days after being notified by the Borough that their bid has been accepted.

## **B-5 PREPARATION AND SUBMISSION OF PROPOSALS**

The Borough reserves the right to waive any informalities in the bids or to reject any bid or all bids.

The Proposals shall be made on the forms prepared for that purpose and included herein. All blanks on the Proposal form shall be filled, legibly and in ink or typewritten. No changes in phraseology or qualifying statements will be permitted.

## **B-6 DISQUALIFICATION OF BIDDERS**

No person, partnership, firm, corporation, or association shall submit more than one Proposal, either under the same name or under different names. If there are reasonable grounds for believing any bidder is interested in more than one Proposal, then all Proposals in which he is interested shall be rejected. The contract, regardless of bid, will be awarded only to a competent bidder experienced in the class of work to be performed, and equipped, capable, and ready to perform the work.

## **B-7 QUALIFICATIONS OF BIDDERS**

Each bidder shall submit proof of his ability to perform the work outlined in the Specifications in a satisfactory manner and within the time allowance set forth herein.

The elements of the proof of qualification shall be fully set forth on the pages in the Proposal provided for that purpose. The bidder shall report:

1. The period of time the bidder has been continuously engaged in the type of work under the name in which the Proposal is submitted.
2. Location, character, date and cost of at least five contracts of similar size and type of work performed during the past five years.
3. A list of responsible officials concerned with the work listed in 2 above.
4. A list of equipment available to the bidder for use on the subject work.
5. The portions or parts of the work which the bidder plans to sublet and the name of the subcontractor(s) he plans to employ. (The subcontractor(s) shall be subject to the same qualification requirements as the bidder).

No subcontractor shall be engaged or permitted to enter upon the site of the work until after he has been approved by the Administrator.

6. References.

The three (3) lowest bidders may be required to furnish additional data to demonstrate their competency.

Any information submitted in the qualification record which is false or misleading may be grounds for disqualification of the bidder and rejection of their bid.

#### **B-8 AVAILABILITY AND COMPETENCY OF THE BIDDERS**

Bidders shall be experienced in the type of work to be performed; they shall have proper and sufficient equipment available to them to undertake and complete the work within the time allowed; and they shall have an experienced labor force adequate in size with the necessary supervision, experience, competency, and availability, to undertake and complete the work within the time allowed. Proposals may be rejected where it is determined that the bidder submitting the proposal has:

1. Failed to complete contracts for similar work within the time allowed.
2. Failed to complete contracts for similar work in a satisfactory manner.
3. Already been obligated for the performance of a contract or other work which would delay the commencement, prosecution, and completion of the work within the time allowed.
4. Failed to submit sufficient proof of his competency, ability and availability to perform the work in a satisfactory manner within the time allowed.

#### **B-9 EXECUTION OF THE CONTRACT AND DELIVERY OF THE BOND**

The contract will be awarded, if awards are made, to the lowest responsible bidder whose proposal and qualifications meet the requirements of the Borough as set forth herein. The bidder to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date of the award.

At the time of submitting the contract, each successful bidder shall deliver to the Borough a bond as required by the statutes of the State of New Jersey, executed by a company satisfactory to the Borough and authorized to do business in the State of New Jersey. The bond shall provide for the satisfactory completion of the work and for the payment of all debts pertaining to materials or labor used or employed in the execution of the contract. The form and conditions of the bond and surety shall be acceptable to the Borough Attorney and shall be in an amount equal to the amount of the contract award.

In the event that a successful bidder shall fail or refuse to execute the contract or deliver the required bond then the Borough may, at its sole option, deem and declare that the contract has been abandoned, and the certified check or bid bond submitted with the proposal shall be forfeited to the Borough as liquidated damages. The Borough, at its option, may award the contract to the next lowest bidder or advertise for new proposals.

## **B-10 INSURANCE REQUIREMENTS**

The Contractor and all Subcontractors will not commence work until he has obtained all the insurance required in this Section, and the insurance has been approved by the Borough. Three (3) copies of each certificate of insurance and one (1) copy of each policy will be filed with the Borough for approval. Certificates must state the limits of liability, the expiration date, and the type of coverage for each policy, as well as a provision that coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days prior written notice has been given to the Borough. Renewal certificates, covering the renewal of all policies expiring during the life of the Contract will be filed with the Borough not less than ten (10) days before the expiration of the policies. All policies required by this Section will be kept in effect and renewed if necessary until all operations on the work are completed by the Contractor or Subcontractor.

All insurance shall name the Borough of North Caldwell and the State of New Jersey as additional insured. The Contractor shall purchase and maintain insurance with companies satisfactory to the Owner as follows:

- A. Workmen's Compensation and Employer's Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$500,000. The contract between the Borough and awarded company will be deemed null and void should the awarded company's insurance lapse and a new certificate of insurance not provided 10 days in advance of the policy's expiration date.
- B. Comprehensive General Liability Insurance Including Contractor's Protective, Completed Operations and Contractual Liability Insurance with minimum limits of not less than \$1,000,000 PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE WITH A MINIMUM \$2,000,000 GENERAL AGGREGHATE. The property damage liability insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards. Once all bids are reviewed and awarded, the company awarded the contract must submit their certificate of insurance naming the Borough of North Caldwell as an additional insured on the awarded company's General Liability coverage. The contract between the Borough and awarded company will be deemed null and void should the awarded company's insurance lapse and a new certificate of insurance not provided 10 days in advance of the policy's expiration date.
- C. Comprehensive Automobile Liability Insurance covering Contractor for claims arising from all Owned, Hired and Non-Owned vehicles with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate. Once all bids are reviewed and awarded, the company awarded the contract must submit their certificate of insurance naming the Borough of North Caldwell as an additional insured on the awarded company's Automobile Liability coverage. The contract between the Borough and awarded company will be deemed null and void should the awarded company's insurance lapse and a new certificate of insurance not provided 10 days in advance of the policy's expiration date.



- D. Contractual Liability Insurance must be included in the Comprehensive General Liability Insurance described in subparagraph B above specifically insuring the indemnification clause specified hereinafter.
- E. Policy Period - Policies shall Remain in Force until all work has been completed and until all retained percentages and maintenance bonds have been released.
- F. Certificates of the insurance required above must be filed with the Borough, in triplicate, before the contract is signed. The Comprehensive General Liability certificate must specifically state that Standard Contractual Liability Insurance is in force insuring the Indemnification Clause contained in subparagraph I of the Specifications and the Indemnification Clause must be typed on the certificate. All certificates must provide for 30 days prior written notice to the Borough of policy cancellation or material change.
- G. Copies of the Insurance Policies required must be filed with the Borough before any work is started by the Contractor.
- H. Subcontractor shall be required by the Contractor to provide the same type of insurance with the same limits. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Borough shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Borough before any work is begun by a subcontractor.
- I. Indemnification Clause - The Contractor assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the Borough, the State of New Jersey, and the agents, servants, officers or employees of each of them and all owners of property on which work is being performed hereunder pursuant to easement or right-of-way agreements, from and against any and all claims, demands or lawsuits that may be made by third parties against them, their agents, servants, officers or employees for damages of any kind or description arising from the project on account of or resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors including but not limited to: (1) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Project; (2) any damages or injury to the persons or property of the contractor, its subcontractors, offices, agents, servants or employees, or any other person who may be about the Project caused by any act of negligence of any person (other than the Borough, the State or its officers, agents, servants or employees); or (3) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State or the Borough in connection with the project. The Contractor shall indemnify, protect, defend and hold the Borough, the State of New Jersey, and their agents, servants, officers and employees (each as "Indemnified Party"), harmless from and against any and all such losses, damages, injuries, costs or actions or other proceedings whatsoever, brought by any person or entity whatsoever (except by the Contractor) and arising or purportedly arising from this Agreement or from the construction.

## **B-11 RESPONSIBILITY OF THE CONTRACTOR**

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress. He shall indemnify and save harmless the Borough from any damages or costs in which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this contract.

## **B-12 FAMILIARITY WITH THE WORK**

All bidders for work under this contract are required, before submitting bids, to examine the sites of the work and adjacent premises and the various means of approach to the sites, and shall make all necessary investigations in order to inform themselves thoroughly as to the character and the magnitude of all work specified herein.

The Borough assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning the physical conditions above or below the surface of the ground along the line of the work. The Contractor agrees that he will make no claim for, or has any 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 shall be responsible for repairing any damage he or his men shall cause to any existing properties within the job area. Any privately owned underground utilities including but not limited to well pipes, sprinkler systems or electrical lines which may be damaged, shall be repaired promptly at the Contractor's expense.

## **B-13 INTERPRETATION OF THE SPECIFICATIONS AND ADDENDA**

No interpretation of the meaning of the Specifications, or other contract documents will be made to any bidder orally. Every request for such interpretations will be made in writing addressed to Kevin O'Sullivan, Borough Administrator, Borough Hall, 141 Gould Avenue, Borough of North Caldwell, New Jersey 07006, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipts requested to all prospective bidders (at the respective address furnished for such purposes) no later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### **B-14 COMMENCEMENT AND PROCEDURE**

The Contractor shall commence work on the project within ten (10) days following the execution of the contract or at a later date if so directed by the Borough Administrator.

#### **B-15 ESTIMATE OF WORK**

The areas of the facilities listed in these Specifications are to be considered as approximate only. The Borough does not represent or intend to imply that the actual areas to be mowed and trimmed will be the same.

No claim shall be made by the Contractor for loss of anticipated profits or damages due to differences in the quantity of any item set forth in these Specifications and the area of the facilities actually mowed and trimmed.

#### **B-16 BID UNIT PRICE**

All bid unit prices shall hold firm for a period of ninety (90) days.

## **GENERAL REQUIREMENTS**

### **DESCRIPTION OF THE WORK**

The work to be performed under this contract includes mowing and trimming grass at various locations and the one time application of an acaricide in accordance with the Specifications.

### **LOCATION OF WORK**

The work involved in this project lies within lands owned by the Borough of North Caldwell, N.J., and within municipal right-of-ways.

The Contractor's attention is directed to the limits of these lands. He shall confine all his activities within Borough owned lands and or the right-of-ways. Any agreements between the Contractor and adjacent property owners permitting the Contractor to enter upon or occupy additional portions of their land shall be the sole responsibility of the Contractor, and all expenses involved therein shall be borne solely by the Contractor.

### **CONTRACT DOCUMENTS**

The contract documents for this project include the Public Notice, the Proposal Form and the Specifications.

### **SPECIFICATIONS**

The work to be performed under this contract is outlined within the Specifications.

Anything not specifically mentioned in the Specifications, which is usual in work of this character, shall be done and performed by the Contractor the same as if it were set forth in the Specifications.

Any errors, omissions, and discrepancies discovered by the Contractor, shall be immediately brought to the attention of the Borough Administrator. The Administrator will make due correction of the error, omissions or discrepancy, and the effect of such correction shall date from the time that the Borough Administrator gives due notice thereof to the Contractor.

### **SPECIAL PRECAUTIONS DURING CONSTRUCTION**

The Contractor shall take and shall be solely responsible for taking adequate precautions as the prevailing situation may indicate for the protection of the public, his employees, and all representatives and employees of the Borough of North Caldwell from injury or harm due to the prosecution of the work required by this contract.

**PROPOSAL  
TO  
BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY  
FOR  
MOWING & TRIMMING MUNICIPAL FACILITIES**

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are named below; that this Proposal is made without collusion with any person, firm or corporation, and is in all respect fair and without collusion or fraud; that he has carefully examined the annexed form of Contract, the Specifications herein contained, and has read the instructions to Bidder hereto attached and that he proposes and agrees that if this Proposal is accepted, he will contract with the Owner, in the forms of Contract hereto annexed, to furnish all materials and labor specified, and accordingly that he will take full payment thereafter the following price or prices, to wit:

ITEM 1 Mowing & Trimming Municipal Facilities  
28 weeks @ \$ \_\_\_\_\_ per week \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

ITEM 2 Acaricide Application  
5,500 l.f. @ \_\_\_\_\_ per lin. ft. \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

By \_\_\_\_\_

Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

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

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the "Statement of Responsibility" is enclosed for this purpose. The Owner reserves the right to award any of the above contracts or to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

A certified check, cashier's check or bid bond in the amount of ten percent (10%) of the amount bid or \$20,000.00, whichever is less and a duly executed Consent of Surety must accompany this proposal.

The undersigned hereby agrees to do and complete all the work described in the Specifications by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting any part thereof, unless otherwise approved by the Owner in writing, and to start within ten (10) days of the notice to proceed with the work.

Any violation of the undertaking by the Contractor to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%) of the same at any time during the course of said work unless otherwise approved by the Owner, will be deemed to be a breach of the Contract with the Owner, and will, anything in the Contract to the contrary notwithstanding, give to the Owner the absolute, complete and unencumbered right to terminate any and all rights of the Contractor under this Contract upon three (3) days notice of its intention so to do, given in writing to the Contractor at its address set forth in the Contract by certified mail, return receipt requested. The Contractor may apply to the Owner through the Borough Administrator for right to subcontract certain portions of the work to be done, but the Owner acting through the Borough Administrator, reserve the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion. It will be the intention that the provisions against brokering, factoring, assigning and subcontracting of more than fifty percent (50%) of the work above set forth will be paramount and remain inviolate, unless otherwise approved by the Owner.

The undersigned Bidder hereby agrees that, if this Proposal will be accepted by the Owner, and the undersigned will fail to execute and deliver the Contract and Contract Bond as approved by the Owner's Attorney in accordance with the terms of this Proposal and with the requirements of the foregoing Instructions to the Bidders, then the undersigned will be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance will be null and void and the amount of the certified check, cashier's check or bid bond accompanying this Proposal will be due and payable thereunder to the Owner as liquidated damages; otherwise the said bid security of the amount thereof, will be returned to the undersigned.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Business Address

By \_\_\_\_\_  
Principal

Title \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_

Firm IRS No. \_\_\_\_\_

This proposal is accompanied by a bid security in the form of a guarantee (cashier's check, certified check, or bid bond) on the \_\_\_\_\_ Bank of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars in accordance with the conditions named in the foregoing Information to Bidders.

The undersigned bidder hereby agrees that if this proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bond in accordance with the terms of this proposal and with the requirements of the foregoing Information to Bidders, then the undersigned shall be deemed to have abandoned the contract, and thereupon the proposal and its acceptance shall be null and void and the guarantee payable thereunder to the Owner as liquidated damages, otherwise the said guarantee, or the amount thereof, shall be returned to the undersigned.



Whether the bidder is a corporation or a partnership, give the names and addresses of all stockholders in the corporation or 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 names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owing 10% or greater interest in the partnership, as the case may be, shall also be listed.

This Proposal is respectfully submitted by:

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(Bidder's Signature)

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(Bidder's Business Address)

Date at \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## CONSENT OF SURETY

The undersigned, \_\_\_\_\_ a  
corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business in the State of New Jersey, with offices at  
\_\_\_\_\_ does hereby consent and agree with  
\_\_\_\_\_ (hereinafter Principal) that if the proposal of the said Principal  
for Mowing & Trimming Municipal Facilities for the Borough of North Caldwell be accepted  
and a contract for said work be awarded to the said Principal, it will, upon its being so awarded,  
become surety for the said Principal on a bond in a penal amount equal to One Hundred Percent  
of the total amount of the bid for the faithful performance of said work, and for the protection of  
all persons performing or furnishing labor or materials for the performance of said contract in the  
form required by N.J.S.A. 2A:44-147.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Surety  
\_\_\_\_\_

**LIST OF PRINCIPAL SUBCONTRACTORS**

List below the names and addresses of all principal subcontractors to be employed on this project. If subcontractors are not required for this project, the bidder shall specify "NONE REQUIRED" below. This list must be attached to and submitted with the Proposal.

The follow is a list of the principal subcontractors to be employed on this project.

<b><u>Name and Address</u></b>	<b><u>Trade</u></b>	<b><u>Dollar Amount of Subcontractor's Work</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Bidder's Business Address)

Dates at \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY  
MOWING & TRIMMING MUNICIPAL FACILITIES  
CERTIFICATION OF BIDDER'S STATUS ON THE  
STATE TREASURER'S LIST OF DEBARRED,  
SUSPENDED AND DISQUALIFIED CONTRACTORS**

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

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project; with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including the Guarantee Period, that the Owner shall be immediately so notified by the signatory of this eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:15-5.2, commits any of the acts listed therein, and as determined to applicable law and regulation.

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

Deponent's Name

\_\_\_\_\_

Deponent's Title

Subscribed and sworn to \_\_\_\_\_

before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public of

My Commission expires \_\_\_\_\_, 20\_\_\_\_

**BOROUGH OF NORTH CALDWELL  
MOWING & TRIMMING MUNICIPAL FACILITIES  
ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11:23.la., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, Specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Reference Number or Title of Addendum/Revision	How Received (mail, fax pick-up, etc.)	Date Received

**Acknowledgment by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

**BOROUGH OF NORTH CALDWELL  
MOWING & TRIMMING MUNICIPAL FACILITIES  
BID DOCUMENT SUBMISSION CHECKLIST**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owners Checkmarks)		Initial Each Item Submitted With Bid (Bidders Initials)
X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21	
X	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A.</u> 52:25-24.2	
X	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	Public Works Contractor Registration Certificate Pursuant to Public Law 1999 Chapter 238	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X	Submission of Certification of Bidder's Status on the State Treasurer's List of Debarred; Suspended and Disqualified Contractors	X	Submission of a Non-Collusion affidavit (this form must be Notarized)
X	Consent of Surety as to a Labor and Material Payment Bond	X	Equipment Certification showing that Bidder owns, leases or controls any necessary Equipment
X	Completed Statement of Responsibility pages SOR-1 - SOR-2		A certified Financial Statement prepared within the last twelve months
	Statement of Compliance with <u>N.J.S.A.</u> 45:14C-29(h) (licensed master plumber)	X	Business Registration Certificate(s)(BRC) shall be filed prior to award of Contract

**C. SIGNATURE:**

**The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

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

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

**BOROUGH OF NORTH CALDWELL  
ESSEX COUNTY, NEW JERSEY  
MOWING & TRIMMING MUNICIPAL FACILITIES**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

) ss:

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being dully sworn according to law on my oath depose and say that;

I am \_\_\_\_\_, of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do: that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey 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 bonafide employees or bonafide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).

Name of Contractor

Subscribe and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Also type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public of  
My commission expires \_\_\_\_\_, 20\_\_\_\_.

## BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ of,

\_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation  
of the State of \_\_\_\_\_, qualified to do business in the State of New  
Jersey, having its principal office at

\_\_\_\_\_  
(hereinafter called the Surety) as Surety, are held and firmly bound unto to the BOROUGH OF  
NORTH CALDWELL (hereinafter called the Oblige) the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment of which the Principal and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has  
submitted or is about to submit a proposal to the Oblige on a contract for Mowing & Trimming  
Municipal Facilities for the Borough of North Caldwell.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Oblige in accordance with the terms of such bond or bonds as may  
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give  
such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the  
Oblige may in good faith contract with another party to perform the work covered by said bid  
together with the expenses of reletting the contract, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

_____ Attest	_____ (Seal) Principal _____ (Seal) Surety
-----------------	---

By \_\_\_\_\_



## **EQUIPMENT CERTIFICATION**

### **INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:**

If the bidder owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the bidder not own, lease, or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

#### **Part 1**

"This is to certify that I, the Bidder signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described in the Contract Specifications." Attach list of equipment owned.

_____	_____
Date	Signature of Bidder

#### **Part 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the Bidder named below the control of said equipment during such time as may be required for that portion of the work described in the Contract Specifications for which said equipment is necessary."

_____	_____
Date	Signature of Owner or Controller of Equipment
_____	_____
Name of Bidder	Business Address of Above

#### **LIST OF EQUIPMENT**

_____	_____
_____	_____
_____	_____
_____	_____

(Attached Additional Sheets as Required)

## **STATEMENT OF RESPONSIBILITY**

Previous work of similar nature completed within the past five years. (List five)

1. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

\_\_\_\_\_

2. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

\_\_\_\_\_

3. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

\_\_\_\_\_

4. Municipality or Company \_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

5. Municipality or Company\_\_\_\_\_ Phone No. \_\_\_\_\_

Municipality or Company Business Address\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Contract Award \_\_\_\_\_ Approx. Date of Completion \_\_\_\_\_

Names, Address & Phone No. of Municipal or Company Engineer or Superintendent.

List approximate volume of work of similar nature completed within the past five years.

\$ \_\_\_\_\_

General Business References (List two or three)

<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
-------------	-------------------	-------------------------	------------------

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Bank Reference

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>
-------------	----------------	------------------

\_\_\_\_\_

\_\_\_\_\_

Number of Permanently Employed Persons in your Organization \_\_\_\_\_

\_\_\_\_\_

It is understood and agreed that the execution of this statement of responsibility is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the Borough of North Caldwell to make available to the maker the plans and contract documents for bidding purposes, and no rights, causes or claims at law or in equity shall arise on behalf of the maker against the Borough of North Caldwell for any use made thereof by the Borough of North Caldwell including the refusal to the maker of the right to bid on said work.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE AND BUSINESS ADDRESS OF BIDDER

DATED \_\_\_\_\_, 20\_\_\_\_

## **CONTRACT**

### **BOROUGH OF NORTH CALDWELL**

#### **MOWING & TRIMMING MUNICIPAL FACILITIES**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the BOROUGH OF NORTH CALDWELL, County of Essex, a municipal corporation of the State of New Jersey, having its Borough Hall at 141 Gould Avenue, North Caldwell, New Jersey (hereinafter called "Borough"), and \_\_\_\_\_ with a place of business at \_\_\_\_\_, New Jersey \_\_\_\_\_ (hereafter called "Contractor").

#### **W I T N E S S E T H:**

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

#### **I. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement together with the following:

- (a) Notice to Bidders;
- (b) General Information to Bidders;
- (c) Scope and Intent of the Work and Information for Bidders;
- (d) Specifications; and
- (e) Proposal Submitted by Contractor.

Should anything be omitted from the specifications which is necessary for a clear understanding of the work, the Contractor shall promptly notify the Borough Administrator.

## **II. ADMINISTRATION OF THE CONTRACT**

- A.** All work under this contract shall be completed in accordance with these specifications and to the satisfaction of the Borough Administrator. The Borough Administrator shall determine the acceptability and fitness of the work that is to be paid for hereunder. He shall also decide all questions which may arise as to the fulfillment of the terms of the contract by the Contractor or as to the intent and purpose of the contract, and specifications. The determination of the Borough Administrator in all of such matters shall be final and binding upon the parties hereto.
- B.** The Borough Administrator shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

## **III. OBLIGATION OF CONTRACTOR**

The Contractor shall, at his own cost and expense, provide any and all labor, materials, tools, machinery, power, transportation, and whatever else may be required to complete the work and shall be solely responsible and answerable for the same and for the safe, proper, and lawful, maintenance and use thereof. The Contractor shall take such steps as may be appropriate to cover and protect the work from damage, and shall make good all damage to the same occurring before the completion of this contract. The Contractor shall employ only competent men.

The Contractor shall, at his own expense, wherever necessary or required, take precautions as may be necessary to protect life, property, adjacent buildings and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen. He shall provide access at all times to private property.

## **IV. DEFENSE OF SUITS**

In the event any lawsuit shall be brought against the Borough or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his subcontractors or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this contract undertaken or to be done or performed by the Contractor or his Subcontractors, or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his Subcontractors, or his or their employees or agents, the Contractor shall indemnify and save harmless the Borough and its representatives, agents and servants of and from all loss, cost, damage expense, judgment or decrees whatever arising out of such lawsuits.

**V. PERMITS, LAWS AND ORDINANCES**

The Contractor shall keep himself fully informed of all existing and current ordinances and regulations and Borough, County, State and Federal Laws in any way limiting or controlling the actions or operations of those engaged upon the work. He shall at all times observe and comply with all such valid and legally binding ordinances, laws and regulations and shall protect and indemnify the Borough and its representatives and agents against any claim or liability arising from or based on any violation of the same, and to take out and carry appropriate employer's liability insurance and public liability insurance.

**VI. ASSIGNMENT OF CONTRACT**

The Contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder, without formal approval of the Borough.

**VII. SUBCONTRACTING**

All work described in the specifications shall be performed by the Contractor with and through his own work force, employees, administrators, equipment and materials without brokering, assigning, or subcontracting any part thereof, unless approved by the Borough in writing. In no case will subletting be permitted to firms and individuals as maintained by the Department of Treasury, Division of Building and Construction, Bureau of Contractor Prequalification (Telephone: 609-292-5022) ("Bureau") nor will materials be supplied or equipment be used that is owned and/or operated by firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Bureau.

**VIII. COMPLETION OF WORK BY BOROUGH**

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work subcontracted by him, otherwise than as herein specified; or if at any time the Borough Administrator shall be of the opinion, and shall so certify in writing to the Borough, that the Contractor is willfully violating any of the conditions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Borough, the Borough may notify the Contractor to discontinue all work, or any part thereof under this contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Borough shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many

persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; and to procure other materials and equipment for the completion of the same and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Borough out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Borough; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, the Borough shall pay such difference to the Contractor. The provisions of this paragraph are without prejudice to any remedies available to the Borough under the Contractor's Performance Bond.

#### **IX. CLAIMS FOR LABOR AND MATERIAL**

The Contractor shall indemnify and save harmless the Borough from all claims for labor done under this contract, or any alterations or modifications thereof, and shall furnish the Borough with satisfactory evidence, when called for by it, that all persons who have done work under this contract, for which the Borough may become liable under the laws of the State of New Jersey, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Borough to meet the claims of the persons aforesaid shall be retained, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. The provisions of this paragraph are without prejudice to any remedies available to the Borough under the Contractor's Performance Bond.

#### **X. PAYMENT**

The Borough will pay the Contractor the prices stipulated in his Proposal for the completion by him of the work embraced in this contract in the manner and within the time specified herein. The Borough also agrees to pay such amounts as may be agreed upon for change orders in accordance with the terms hereof. Payments will be made upon and according to the voucher in use by the Borough

#### **XI. RATE OF PROGRESS AND TIME OF COMPLETION**

The Contractor shall commence work within ten (10) days after the date of execution of this contract, or at such later date as the Borough may direct. The rate of progress shall be such that the work shall be performed in accordance with the Specifications from the date of the order to commence the work, unless an extension of this time shall be made by the Borough Administrator.



**XII. LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor, and each and everyone of his Subcontractors engaged in the said work, shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Borough. The Contractor shall in no manner be relieved from responsibility of liability on account of any default or delay in the execution of said work, or of any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

**XIII. NO WAIVER OF RIGHTS**

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of the contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work. No act of the Borough or of the Administrator, or of any representative of either of them in superintending or directing the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work or any part thereof.

**XIV. VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Borough Administrator or other representatives of the Borough, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written agreement.

**XV. CLAIMS FOR DAMAGE**

- A. No claims of any description for damages or delays caused by the work or negligence of other contractors will be allowed for extension of time of completion. Allowance will be made, however, provided that in the opinion of the Administrator the delays of other contractors, public utility corporations, and other public or private parties, have actually delayed completion, and further provided that the Contractor has complied with those sections of the contract documents governing progress of the work, time of completion, and extension of time.
- B. Any claim for damages or delays for other reasons shall be preceded by a written notice to the Borough Administrator within five (5) calendar days of the date of occurrence of such alleged damages or delay, setting forth the facts and basis of claim, and all records and costs shall be presented within thirty (30) days after such damage or delay has ceased.
- C. Any adjustments in the Contractor's compensation, or agreements made by the Borough Administrator, if accepted by the Contractor, shall be in lieu of further claims for damages and extensions of contract time.

- D. Concurrent claims for contract time extension will be adjusted by the Borough Administrator, who will be sole judge of the overall delay caused by such concurrent claims.

## **XVI. STATE LAWS AND REGULATIONS**

- A. Affirmative Action Program - The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- B. Law Against Discrimination -
  - (1) The parties to the contract agree to incorporate into this contract the mandatory language of N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c. 127) and the Regulations promulgated by the Treasurer pursuant to said Legislation (N.J.A.C. 17:27-1.1 et. seq.). The Contractor or Subcontractor agrees to comply fully with the terms, provisions and obligations of N.J.A.C. 17:27-3.4(a).
  - (2) The parties to the contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-7.4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.
- C. The rate of wages for all laborers and mechanics employed by the Contractor or any subcontractor on the work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the Borough of North Caldwell. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature applicable to the contract which cannot be adjusted by the contracting officer, the matter shall be referred to the Commissioner of Labor for determination, and his decision shall be conclusive on all parties to the contract (N.J.S.A. 34:11-56.27). If this provision is not complied with, the contract shall be voidable at the instance of the Borough pursuant to N.J.S.A. 34:11-56.27.
- D. Social Security - The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions of taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the Borough from any such contributions or taxes or liability therefore.

- E.** Taxes - All sales and use taxes, as well as other taxes that might lawfully be assessed against the Owner in the execution and performance of the Contract and work covered thereby, are to be paid by the Contractor. The bid prices will include the total cost of all such taxes.
- F.** Alternate Dispute Resolution - Disputes arising out of this Contract shall be submitted to mediation pursuant to industry standards prior to being submitted to a court for adjudication.

## **XVII. RELEASE OF LIABILITY**

No person or corporation other than the signer of this contract as Contractor now has any interest hereunder. Neither the Borough, nor any employee or agent thereof, shall be liable or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Borough and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Borough, or of any person relating to or affecting the work.

## **XVIII. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless the Borough, members of its governing body and other officers, as well as the Borough Administrator and his representatives, of, from and against all loss, injury, and damage to person or property in whatever form by reason of, arising out of, or in connection with this contract or the contract documents, or the failure or neglect to keep, observe or perform any of its terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise. The above indemnity shall include, but is not limited to, reimbursement of legal fees and expense.

## **XIX. NON-WAIVER**

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

**XX. PERFORMANCE AND PAYMENT BOND**

The Contractor shall, forthwith upon the signing of this contract, give to the Borough as obligee a Performance and Payment Bond issued by a corporate surety acceptable to the Borough in such form and for such an amount as shall be specified in the Contract Documents. The Borough shall have the right to terminate this contract at any time without any further obligation hereunder to the Contractor or anyone else whomsoever upon the failure or neglect of the Contractor promptly to give such bond as herein provided; but any loss or damage suffered by the Borough by reason of such termination or by reason of any default on the part of the Contractor resulting in such termination shall be the responsibility of the Contractor and its surety on any Consent of Surety issued on behalf of the Contractor.

**IN WITNESS WHEREOF**, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

BOROUGH OF NORTH CALDWELL

By \_\_\_\_\_  
Joseph H. Alessi, Mayor

APPROVED:

\_\_\_\_\_  
David M. Paris, Borough Attorney

ATTEST:

\_\_\_\_\_  
Tami Michelotti, Borough Clerk

\_\_\_\_\_  
Contractor, President

ATTEST:

\_\_\_\_\_  
Contractor, Secretary

## FORM OF BOND

### COMBINED N.J. STATUTORY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_, as  
Principal, and \_\_\_\_\_ as Sureties, are hereby held  
and firmly bound unto the Borough of North Caldwell in the penal sum of  
\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
for the payment of which will and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT whereas, the above  
named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into a contract with the  
Borough of North Caldwell which said contract is made a part of this the bond the same as  
though set forth herein;

NOW, if the said \_\_\_\_\_ shall  
well and faithfully do and perform the things agreed by

\_\_\_\_\_ to be  
done and performed according to the terms of said contract, and shall pay all lawful claims of  
subcontractors, material men, laborers, persons, firms or corporation for labor performed or  
materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery  
furnished, used or consumed in the carrying forward, performing or completing of said contract,  
we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor,  
materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee  
herein; then this obligation shall be void; otherwise the same shall remain in full force and effect;  
it being expressly understood and agreed that the liability of the surety for any and all claims  
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Principal

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Surety

**PERFORMANCE SPECIFICATIONS**



## **PERFORMANCE SPECIFICATIONS**

### **1. Scope**

- a. The work to be performed consists of mowing and trimming grass at various municipal facilities as listed and shown on Attachments A, C, D, E, F, G, H, I and Location Map and the one time application of an acaricide as shown on Attachments C, D, E, F, G, H and I.
- b. The Borough of North Caldwell shall be responsible for general trash and litter removal from the facilities to be mowed and trimmed. If any litter or trash is present on the facilities before the Contractor begins work however, the Contractor shall remove and dispose all such litter and trash before mowing begins. Such work shall be done at no cost to the Owner.
- c. The Contractor shall be responsible for providing such backup coverage as necessary in the event the personnel and equipment dedicated to the Borough operations becomes unavailable, to insure that the work contracted is completed within the allotted time.

### **2. Employee Behavior**

- a. Operators and other employees shall not trespass on private property that borders Borough property and vehicles shall not unduly interfere with traffic within the areas serviced. Vehicles shall not be left standing unattended on public rights of ways.
- b. The Contractor and all his employees shall dress in a neat manner and shall never be bare chested when on Borough property.
- c. The Contractor and his employees shall be polite and well mannered at all times when on Borough property. Inappropriate language and/or behavior is not acceptable.
- d. If necessary, the Contractor shall adjust his schedule to accommodate any special events or programs scheduled at work sites. Attachment B lists events that are currently scheduled. The Borough Administrator will give adequate notice to the Contractor of any other potential schedule conflicts.

### **3. Callback and Special Requests**

- a. In the event that areas are missed by the Contractor, and the Contractor fails to remedy the missed areas within 24 hours after receiving notice from the Borough, the Borough retains the right to obtain similar services for mowing and trimming, and the Contractor will be billed at the prevailing rate for the equipment used to perform the service plus any labor and materials used in the performance of this work including applicable overhead charges.

### **4. Equipment**

- a. The Contractor shall use equipment designed for mowing and trimming recreation facilities and are accepted by the landscaping industry. The Contractor shall submit a detailed list of all equipment included for use under this Contract with his bid submittal. Equipment blades shall be kept sharp to obtain a clean cut of all grass blades and to prevent shredded grass tips.

b. The Contractor shall insure that all pieces of equipment are in safe and sound mechanical and operational condition at all times.

c. Equipment failure resulting in a delay of service must be reported to the Borough Administrator within one day of the occurrence. The Contractor will be required to dispatch back-up equipment and continue the work within (1) one day of notification of breakdown. Back-up equipment must be readily available at all times. If the Contractor fails to provide adequate backup, the Borough shall complete the work as required, or cause to have the work completed and shall deduct from monies due, all direct and indirect costs associated with this work.

d. The Contractor shall be responsible for all maintenance of equipment, fuel, oil, lubricants, parts, and service.

## **5. Complaint and Emergency Response Calls**

a. The Contractor shall be available by telephone, Monday through Friday between the hours of 7:00 am to 4:00 pm to receive complaints or instructions regarding grass mowing and trimming. An answering service will not be acceptable in lieu of the above.

## **6. Charges and Penalties**

a. Failure to respond to complaints or requests for service will result in a \$100.00 penalty, for each occurrence, as well as assessments of all costs incurred by the Borough in obtaining these services through Borough staff, or through another Contractor.

b. All damages caused by the Contractor in the pursuit of this Contract shall be the responsibility of the Contractor. All damages must be repaired within 3 days from the date of the incident. Failure of the Contractor to perform these repairs will be subject to a \$100.00 penalty for each instance of damage plus the actual cost of repairs, including all labor, equipment, and material costs.

## **7. Payment**

The Contractor shall submit invoices monthly for payment. The Borough of North Caldwell will pay the Contractor subject to the terms and conditions of the Specifications and Contract. The amount due and payable to the Contractor shall be remitted to the Contractor on the basis of monthly installments, based on actual work through that date in accordance with the Specifications.

## **8. Working Hours**

Working hours for the Contractor shall be from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 5:00 pm Saturdays. No work shall be performed on Sundays.

## **9. Mowing Season**

Depending upon weather conditions, Mowing and Trimming services will generally be required between May 15<sup>th</sup> and October 30<sup>th</sup>.

## **Item 1, Mowing & Trimming Municipal Facilities**

- a. All terrain in each area shall be mowed and shall include any elevated areas and sloped banks. Hand mowing is required on all areas not conducive to the use of riding mowers. Any wind rows of cut grass shall be removed or blended into the grass surface on the same day of mowing. Grass should not be cut lower than 2 inches or be allowed to grow taller than 3 ½". **All grass shall be mowed and trimmed not less than once per week but more frequently if required to maintain the specified height of grass.** The Contractor shall move all goal posts, bleachers, chairs and sports equipment as necessary to properly cut grass. These items shall be returned to their original location after grass is cut.
- b. Trimming services using gasoline powered trimmers shall be provided at each recreation facility. Trimming shall include all grass located around or near fence lines, buildings, walkways, utility and light poles, shrubbery, trees, monuments and roads. It is critical that all trimming areas appear neat at all times.
- c. Mowing shall not be performed when frost is on the grass or the facilities are too wet to obtain a neat even cut. Equipment shall not be driven onto facilities if tire ruts will be made. The contractor shall be responsible for providing alternative maintenance measures in areas where found to be persistently wet.

## **Item 2, Acaricide Application**

The work included under this Item involves the spray application of liquid carbaryl insecticide along the perimeter of certain athletic facilities for the control of ticks. The perimeters to be sprayed are depicted on attachments C, D, E, F, G, H & I. A single application only shall be made between May 1, 2019 through June 1, 2019. The perimeter is considered 12 feet into the wooded area and 3 feet in front of wooded areas.

The insecticide to be used shall be Sevin SL as manufactured by Bayer and shall be applied at the rate of 3/4 fluid ounce per 1,000 square foot. Areas to be treated shall be sprayed until runoff is observed.

All application of insecticide shall be performed in accordance with the Manufacturer's Requirements, the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection.

No application shall be made without oversight from a representative of the Borough being present during said application in order to ensure all appropriate boundaries are treated. The vendor shall not be paid unless applications are made in the presence and oversight of a Borough representative.

## **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 (telephone: 609-292-2259, email: wage.hour@dol.state.nj.us). The State wage rates in effect at the time of award will be made a part of this contract, pursuant to the New Jersey Prevailing Wage Act (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 Borough of North Caldwell may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, as 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 Borough of North Caldwell for any excess costs occasioned thereby.

## ATTACHMENT A

### FACILITIES TO BE MOWED AND TRIMMED

<u>Facility Name</u>	<u>Location</u>	<u>Description</u>	<u>Approximate Area</u>
Fireman's Field	Behind Fireman's Community Center on Gould Avenue	Mow and trim all grass bounded by the curbing to the west, the fence to the north and south and all grass areas beyond the outfield fence. Also includes grassed areas around Firemen's Community Center.	1.6 Ac.
Liberty Field	Behind Borough Hall at 141 Gould Avenue	Slope located below (North of) Tennis Courts and entire grassed area around perimeter of turf field up to the perimeter fencing and a ten-foot swath behind perimeter fencing	0.37 Ac.
Mountain Field	At the intersection of Mountain Ave. and Courter Lane	Mow and trim all grass bordered by the Mountain Avenue curb line, the fence to the south and north and the wood line to the east. Included are all slopes and grass around buildings.	5.5 Ac.
Magnusson Field	At the intersection of Mountain Ave. and Elm Road	Mow and trim all grass bordered by wooded/vegetated lines, and area between retaining wall and curb line along Elm Road.	3.5 Ac.
Municipal Pool	On Gould Avenue, across from its intersection with Park Avenue	Mow and trim all grass bordered by fences, wooded/vegetated lines and curbs.	2.2 Ac.

**ATTACHMENT A (Cont.)**

**FACILITIES TO BE MOWED AND TRIMMED**

<b><u>Facility Name</u></b>	<b><u>Location</u></b>	<b><u>Description</u></b>	<b><u>Approximate Area</u></b>
Municipal Tennis Courts	Directly behind Municipal Building at 141 Gould Avenue.	Mow and trim all grass areas surrounding Municipal Tennis Courts and Basketball Court including slope between the Tennis Courts and Liberty Field	0.60 Ac.
Mountain Avenue Detention Basin	Mountain Avenue and Arbor Road	Mow and trim all grass surrounding the outside of the Detention Basin between the basin fence and curb lines and all grass between the parking lot and retaining wall opposite the basin. Additionally, mow and trim all grass in interior of the detention basin.	1.5 Ac.
Balsam Place Cul-de-sac Island	Balsam Place	Mow and trim all grass located within the cul-de-sac island.	2,800 s.f.
Morris Place Cul-de-sac Island	Morris Place	Mow and trim all grass located within the cul-de-sac island.	970 s.f.
Orient Way Cul-de-sac Island	Orient Way	Mow and trim all grass located within the cul-de-sac island.	700 s.f.
Soder Road Cul-de-sac Island	Soder Road	Mow and trim all grass located within the cul-de-sac island.	2,800 s.f.
400 Mountain Avenue	400 Mountain Avenue	Mow and trim all grass bounded by the curbing to the West and the pond and wooded areas to the East. This shall exclude any areas staked out and landscaped with trees or wild seed mixtures to the north of the pond.	2.3 Ac.

**ATTACHMENT B  
KNOWN SCHEDULED ACTIVITY AT  
RECREATION FACILITIES, 2021**

<b>Dates</b>	<b>Time</b>	<b>Fields</b>	<b>Event</b>
Mid-March through mid-June (Post season through end of July)	AM/PM	Mountain 1 and 2 Fireman's Field	Recreation Baseball
1 <sup>st</sup> week of March through mid- August	AM/PM	Fireman's Field Mountain 1 and 2	Travel Baseball
Mid-March through June 7 <sup>th</sup>	5:30PM-8:30PM	Magnusson Field	Youth Lacrosse practice
Early March-June 14 <sup>th</sup> Mon-Sun	AM/PM	Magnusson – Mon-Sun	Travel Soccer (Spring)
3 <sup>rd</sup> week of August through mid- November	AM/PM	Magnusson – Mon-Sun	Travel Soccer (Fall)
Wednesdays April 28 <sup>th</sup> , May 5 <sup>th</sup> , 12 <sup>th</sup> , 19 <sup>th</sup> , 26 <sup>th</sup> and June 2 <sup>nd</sup> <i>Raindate: June 9<sup>th</sup></i>	3:00PM-6:00PM	Mountain 2	Kiddie T-Ball Clinic
Fridays April 30 <sup>th</sup> , May 7 <sup>th</sup> , 14 <sup>th</sup> , 21 <sup>st</sup> , 28 <sup>th</sup> and June 4 <sup>th</sup> <i>Raindate: June 11<sup>th</sup></i>	3:00PM-6:00PM	Magnusson Field	Beginner Lacrosse Clinic
Tuesdays April 27 <sup>th</sup> , May 4 <sup>th</sup> , 11 <sup>th</sup> , 18 <sup>th</sup> , 25 <sup>th</sup> and June 1 <sup>st</sup> <i>Raindate: June 8<sup>th</sup></i>	3:00PM-6:00PM	Magnusson Field	Petite Soccer
Thursdays April 29 <sup>th</sup> , May 6 <sup>th</sup> , 13 <sup>th</sup> , 20 <sup>th</sup> , 27 <sup>th</sup> and June 3 <sup>rd</sup> <i>Raindate: June 10<sup>th</sup></i>	3:00PM-6:00PM	Mountain Avenue Field	Multi-Sport Clinic
Mondays April 26 <sup>th</sup> , May 3 <sup>rd</sup> , 10 <sup>th</sup> , 17 <sup>th</sup> , 24 <sup>th</sup> and June 7 <sup>th</sup> <i>Raindate: June 14<sup>th</sup></i>	3:00PM-6:00PM	Mountain Avenue Field	Multi-Sport Clinic (PreK)
May (Date TBD) <i>Raindate: TBD</i>	10:00AM-2:00PM	Mountain Field	3 <sup>rd</sup> grade Picnic
June 28 <sup>th</sup> -July 30 <sup>th</sup> Monday-Friday	8:15AM-1:15PM	Liberty Field Gould School	Summer Fun Camp
TBD Monday-Friday	6:30AM-8:00AM	Pool	Fighting Fish Swim Team Season
Mid-August through Mid-November	5:00PM-8:30PM	Mountain 1 and 2	West Essex Cowboys Football

## 2021 Pool Dates

Day	Date	Time	Comments
<b>MAY</b>			
Saturday	May 15 <sup>th</sup>	10:00AM-2:00PM	Pool Clean-Up Day #1
Saturday	May 22 <sup>nd</sup>	10AM-2:00PM	Pool Clean-Up Day #2
Friday	May 28 <sup>nd</sup>	2:00PM-6:00PM	Pool Clean-Up Day #3
Saturday	May 29 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Sunday	May 30 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Monday	May 31 <sup>st</sup>	11:30AM-6:30PM	Pool Opened (Memorial Day)
<b>JUNE</b>			
Saturday	June 5 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Sunday	June 6 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Monday	June 8 <sup>th</sup>	5PM-8PM	Baseball Pool Party
Thursday	June 10 <sup>th</sup>	5PM-8PM	Baseball Pool Party – Rain Date
Friday	June 11 <sup>th</sup>	4PM-7PM	Noecker 6 <sup>th</sup> grade Pool Party
Saturday	June 12 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Sunday	June 13 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Monday	June 14 <sup>th</sup>	3PM-5PM	Gould School 6 <sup>th</sup> Grade Pool Party
Tuesday	June 15 <sup>th</sup>	4PM-7PM	Noecker 6 <sup>th</sup> grade Pool Party – Rain Date
Wednesday	June 16 <sup>th</sup>	3PM-5PM	Gould School 6 <sup>th</sup> Grade Pool Party – Rain Date
TBD			West Essex HS Senior Luau
Thursday	June 17 <sup>th</sup>	6PM-7:30PM	Summer Fun Parent Orientation Meeting
Saturday	June 19 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Sunday	June 20 <sup>th</sup>	11:30AM-6:30PM	Pool Opened
Tuesday	June 22 <sup>nd</sup>	3PM-6:30PM	Pool Opened
Wednesday	June 23 <sup>rd</sup>	12:30PM-6:30PM	Pool Opened – FULL TIME
<b>JULY, AUGUST, SEPTEMBER</b>			
June 23 <sup>rd</sup> - September 6 <sup>th</sup>	Monday-Friday	12:30PM-6:30PM	Pool Opened
June 23 <sup>rd</sup> - September 6 <sup>th</sup>	Saturday and Sundays	11:30AM-6:30PM	Pool Opened