

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT PROPOSALS FOR:

### GARBAGE CONTAINER REMOVAL AND DISPOSAL

will be received no later than September 14, 2021 at 2:00 p.m., prevailing time, at the Borough Clerk's Office, 166 Mine Brook Road (U.S. Route 202), Bernardsville New Jersey and publicly opened and read in the Council Room at the hour mentioned above.

Proposal forms, Instructions to Bidders, Specifications and other bidding documents may be obtained at the office of the Borough Clerk in the Municipal Building, 166 Mine Brook Road, Bernardsville, NJ.

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

All bids must be accompanied by a non-collusion affidavit, a statement of ownership, a New Jersey Business Registration Certificate and a certified check, cashier's check or bid bond equal to 10% of the total amount bid (not to exceed \$20,000) payable to the Borough of Bernardsville.

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

No proposal may be modified, withdrawn or canceled by the bidder for a period of sixty days subsequent to the opening of bids.

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

If you any have questions please contact Kathy Redling at (908) 766-3850, Ext. 122

Anthony Suriano  
Borough Clerk

**SPECIFICATIONS FOR  
GARBAGE CONTAINER REMOVAL AND DISPOSAL**

**BOROUGH OF BERNARDSVILLE  
SOMERSET COUNTY, NJ**

**BIDS DUE: September 14, 2021 @ 2:00 P.M.**

**NAME OF BIDDER:\_\_\_\_\_**

**AUGUST 2021**

GARBAGE CONTAINER

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Anthony Suriano  
Borough Clerk

BOROUGH OF BERNARDSVILLE  
INSTRUCTIONS TO BIDDERS

1. The bidder must be an individual, firm or partnership of recognized and established standing.
2. No proposal will be allowed to be withdrawn for any reason whatsoever after it has been presented to the Borough.
3. All proposals must be submitted on the proposal form furnished with the contract documents. All proposals shall be typewritten or penned. Any exceptions to the proposal must be noted on the proposal page or attached thereto.
4. Proposals must be enclosed in sealed envelopes, bearing on the outside the name and address of the bidder, and must be delivered at the time and place indicated on the Notice to Bidders.
5. Proposals may be hand delivered or mailed. In the case of mailed bids, the Borough will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. All proposals received after the designated date and time will be returned unopened to the bidder.
6. All proposals must be accompanied by an executed Non-Collusion Affidavit, a Statement of Ownership, an Affirmative Action Questionnaire and a Bid Bond.
7. In addition to all bidders complying with the requirements of P.L. 1975, c. 127 (affirmative action requirements) (NJAC 17:27), the successful bidder must submit the following to the Borough:
  - a. An existing federally approved or sanctioned affirmative action program or
  - b. A certificate of Affirmative Action Employee Information Report Approval or
  - c. An Affirmative Action Employee Information Report (AA302) secured from the Purchasing Agent
8. The Borough of Bernardsville normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case more than 60 days. Exception to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their proposals held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since proposals must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the Borough and the bidder.
9. The Borough reserves the right to reject any and all proposals and to make such awards as may be in its best interest. The Borough also reserves the right to waive any informalities or irregularities in any proposals.

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

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

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

13. Payment will be made within 30 days of receipt of properly certified and tabulated invoice. Payments by the Borough are made on a monthly basis and will be done according to normal Borough payment procedures.

14. Note that bidders must indicate the disposal location on the proposal sheet and attach a schedule of all applicable taxes, surcharges, tipping and other waste disposal fees at the time of bid submission.

15. For the purposes of competitive bidding, the Borough will consider both the transportation cost bid (Item #1) and the applicable disposal cost per ton at the site chosen by the bidder in order to determine the lowest responsible bid. For the purposes of bid comparison, it shall be assumed that a 30 yard container contains 8 tons of waste.

16. Note that it is now mandatory that bidders file a valid New Jersey Business Registration Certificate with their bid. Failure to submit the registration with the bid shall result in rejection of the bid.

## INSURANCE REQUIREMENTS

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

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

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

## **AFFIRMATIVE ACTION REQUIREMENTS**

### **EXHIBIT A**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in



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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

## **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

OR

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

OR

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

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

-----  
The following questions must be answered by all prospective bidders:

1. Do you have a federally approves or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(a) If yes, please submit a photostatic copy of such approval.
2. Do you have a State Certificate of Employee Information Report approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(a) If yes, please submit a photostatic copy of such certificate.

Affirmative Action Certification

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

STATEMENT OF OWNERSHIP OF  
CORPORATION OR PARTNERSHIP

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

Signed: \_\_\_\_\_  
(Authorized Representative)

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Type name of affiant under signature.)

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

My commission expires \_\_\_\_\_, 2\_\_\_\_

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

### **New Jersey Business Registration Requirements**

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

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

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

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

### **Obtaining a New Jersey Business Registration Certificate**

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

- 1) Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

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

PROPOSAL FOR GARBAGE CONTAINER REMOVAL AND DISPOSAL

The undersigned hereby declares that he has fully examined the specifications and other contract documents, and is familiar with all laws, ordinances and regulations governing the work and agrees that he will contract to do all of the work and furnish all of the equipment, labor, materials and all else necessary or required for the work at the following cost:

ITEM NO. 1 - CONTAINER REMOVAL AND DISPOSAL (EST. 12 CONTAINERS)

**YEAR 1**

BID FOR TRANSPORTATION COST PER CONTAINER = \$ \_\_\_\_\_  
(numbers)

DISPOSAL FEES AT NJDEP APPROVED FACILITY:

\$ \_\_\_\_\_ PER TON x 8 TONS/CONTAINER = + \$ \_\_\_\_\_

TOTAL COST FOR 20 OR 30 YD. CONTAINER REMOVAL = \$ \_\_\_\_\_  
AND DISPOSAL

**YEAR 2**

BID FOR TRANSPORTATION COST PER CONTAINER = \$ \_\_\_\_\_  
(numbers)

DISPOSAL FEES AT NJDEP APPROVED FACILITY:

\$ \_\_\_\_\_ PER TON x 8 TONS/CONTAINER = + \$ \_\_\_\_\_

TOTAL COST FOR 20 OR 30 YD. CONTAINER REMOVAL = \$ \_\_\_\_\_  
AND DISPOSAL

NOTE: Under this item, the Borough shall pay for the disposal of the container contents at an NJDEP approved disposal facility of the bidders choosing, which cost shall include all taxes, surcharges, tipping and other waste disposal fees charged by the facility.

**DISPOSAL LOCATION:** \_\_\_\_\_ (Attach Fee Schedule)

\_\_\_\_\_  
Trade or Corporate Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

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

### CONTRACTOR'S QUALIFICATION STATEMENT

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

1. How many years have you been in business under your present business name?\_\_\_\_\_
2. What projects of similar nature has your organization completed? Indicate at least 5 references.

Company,	Contact Person	Type of	Amount of	Date of
and Phone Number		Project	Contract	Completion
_____				
_____				
_____				
_____				
_____				

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

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Date\_\_\_\_\_ Name of Bidder\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
Signed by (name and title)



## SPECIFICATIONS

Four - thirty (30) cubic yard garbage containers and two - twenty (20) cubic yard containers shall be provided by the Borough at the Bernardsville Compost Facility at 150 Pill Hill Road for solid waste removal and disposal. The containers shall be open box, roll-off type with a standard 37" undercarriage inside dimension for main stringers. One (1) covered 30 yard container will be used for tires.

The 30 and 20 cubic yard containers will contain household cleanup materials including broken crockery, glassware, household receptacles, utensils, tin cans, furniture, mattresses, bathtubs, metal appliances and similar household appliances, standard municipal waste, BUT, no building materials, earth, industrial refuse, demolition materials, automobiles (or parts thereof), stumps of trees, logs of wood or broken concrete shall be disposed of in the containers.

## DETAILS

The bidder shall be responsible for all costs associated with the removal, transportation and return of the container(s). The Borough of Bernardsville shall pay the receiver directly for charges for the disposal of the containers' contents at the appropriate NJDEP approved facility, including all taxes, surcharges, tipping and other waste disposal fees and charges.

The bidder must be able to remove the container(s) within 72 hours of request by the Public Works Manager. The same container(s) must be returned empty, on the same day that they are removed from the site.

The estimated number of containers to be removed is twelve (12) per contract year. These numbers are estimates only and are supplied in order to assist the bidder in preparing his bid. The Borough does not expressly or by implication warrant, represent or agree that the number of containers removed under this contract will be the same as the figures presented above and the Borough may increase or decrease said number of containers as it deems necessary.

It is assumed that the bidder is familiar with and shall comply with all applicable federal, state and local regulations and legislation enactments concerning the disposal of solid waste.

## DISPOSAL LOCATION

Bidders must indicate the disposal location on the proposal and attach a schedule of all applicable taxes, surcharges, tipping and other waste disposal fees at the time of bid submittal. The Disposal location Fee Schedule must be attached.

## BID BOND

Each proposal must be accompanied by a certified check, cashier's check or bid bond in the sum of ten (10) percent of the unit price bid for Item #1 times the estimated number of containers to be disposed of (15), satisfactory to and payable to the Borough of Bernardsville. The checks or

bid bonds of all but the lowest bidder shall be returned within five (5) days after the award of the contract. The check of the lowest bidder will be returned after the execution of contract.

#### BID COMPARISON

For purpose of bid comparison, it shall be assumed that a container holds 8 tons of waste. Contract award shall be made to the bidder submitting the lowest total bid for Item #1, consisting of the transportation cost bid plus disposal fees for an 8 ton load at the NJDEP approved facility selected by the bidder.

**BOROUGH OF BERNARDSVILLE  
BID CHECKLIST**

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

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

BETWEEN

a municipal corporation of the State of New Jersey, party of the first part,  
hereinafter called the "Borough"

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WITNESSETH

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

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

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

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

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

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

6. This contract is expressly subject to funding a prorated amount of the consideration therefor sufficient to meet the contracting unit's needs during the calendar years 2021, 2022 and 2023 and sufficient funds are duly appropriated therefore in the annual municipal budget duly adopted for 2021. In the event that adequate funds to pay the anticipated consideration for 2022 and 2023 are not amply provided and appropriated in the municipal budget, then the within contract shall be deemed terminated without any further rights or liabilities accruing to either party.

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

CONTRACT TERM SHALL BE SEPTEMBER 30, 2021 – SEPTEMBER 30, 2023

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

Borough of Bernardsville  
in the County of Somerset

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date