

**BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**SPECIFICATIONS AND BID DOCUMENTS**

**FOR**

**ADA ACCESSIBLE MINI VAN**

**RECEIPT OF BIDS DUE: THURSDAY, DECEMBER 1, 2016  
11:00 A.M. (PREVAILING TIME)  
221 SOUTH FIFTH AVENUE  
HIGHLAND PARK, NJ 08904**

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, at Borough Hall, Borough Clerk's Office, 221 South Fifth Avenue, Highland Park, NJ 08904 on Thursday, December 1, 2016 at 11:00 A.M. prevailing time at which time and place bids will be opened and read in public for:

### **ADA ACCESSIBLE MINI VAN**

Contract Documents and proposal forms are available in the Borough Clerk's Office at Borough Hall, 221 South Fifth Street, Highland Park, NJ and may be inspected and/or obtained by prospective bidders during regular business hours (Monday - Friday 8:00 A.M. – 4:00 P.M.).

Bids must be submitted on the form(s) provided, completed in accordance with the specifications contained therein, and enclosed in a sealed envelope addressed to the Borough Council of the Borough of Highland Park bearing the name and address of the bidder and the name of the proposed work on the outside. Bidders must submit the original and one (1) copy of their bid.

Sealed bids must be submitted to the Borough Clerk in person, by messenger or by mail prior to date and time of the bid opening named above. The Borough assumes no responsibility for the loss or non-delivery of any bid sent prior to the bid opening.

All bids must be accompanied by a bid security in the form of a certified check, cashier's check or bid bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough of Highland Park for not less than ten percent (10%) of the amount of the bid, but not to exceed \$20,000.00, made payable to the Borough of Highland Park. A surety statement must also accompany the bid.

Bidders must be registered with the NJ Department of Treasury pursuant to section 1 of P.L. 2001, c. 134 (N.J.S.A. 52:32-44). Bidders are also required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.*, concerning affirmative action and equal employment.

The Borough intends to award this contract to the lowest responsible bidder whose bid is responsive and complies with the Borough's requirements for same. The Borough reserves the right to abandon and cancel this proposed project prior to the opening of bids. The Borough also reserves the right to reject bids in a manner consistent with New Jersey law; and to waive immaterial defects or informalities in any bid, where it is deemed to be in the interest of the Borough to do so. The Borough further reserves the right to increase or decrease quantities specified in the manner designated in the Contract Documents. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

The Borough reserves the right to award this contract based on funds available.

Joan Hullings  
Borough Clerk

**INFORMATION TO BIDDERS AND GENERAL CONDITIONS FOR GOODS AND SERVICES AGREEMENTS**

**PART I - DEFINITION OF TERMS**

**DEFINITIONS:**

Whenever in these Contract Documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

**MUNICIPALITY, OWNER, BOROUGH:** The Borough of Highland Park, Middlesex County, New Jersey.

**MUNICIPAL OFFICIALS:** The Governing Body and Officials of the Borough of Highland Park, N.J., including all of its authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the municipal offices and the individual members thereof in their official capacities.

**ENGINEER:** The Engineer of the Municipality or his duly authorized representative acting within the scope of particular duties assigned to him or the authority given him. In the event a Municipal Official or Municipal representative other than the Engineer is acting as the authorized representative of the Municipality on the Contract, the Supplementary Information to Bidders and General Conditions or Specifications shall designate that Municipal Official or Municipal representative as such, and any reference to "Engineer" in the Contract Documents shall be deemed to refer to the designated Municipal Official or Municipal representative.

**INSPECTOR:** The authorized representative of the Engineer, assigned to make any or all necessary inspections of the work and material furnished by the Contractor as required in the Specifications.

**BIDDER:** Any person or entity submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**CONTRACTOR:** The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or his authorized representative.

**SURETY:** The surety company which is bound with and for the Contractor, and which engages to be responsible for his debts pertaining to and for his acceptable performance of the work for which he has contracted, as shown on the Bid Security and/or Contract Bonds required hereunder.

**PROPOSAL:** The approved prepared form when properly executed which the bidder submits as his proposal for the work contemplated.

BID SECURITY, PROPOSAL GUARANTEE: The certified check, cashier's check or bid bond furnished or to be furnished by the bidder, as a guarantee to enter into a contract with the Municipality if awarded the Contract.

BONDING CERTIFICATE, CONSENT OF SURETY: An original statement, submitted with a bid, from a surety company duly authorized to do business in the State of New Jersey stating that, if awarded the Contract, it will provide the bidder with a performance bond in the full amount of the bid, a labor and material payment bond in the full amount of the bid and/or a maintenance bond.

SPECIFICATIONS: The directions, provisions, and requirements contained in the Contract Documents of a technical nature, together with all written instructions and agreements made or to be made pertaining to the quantities and qualities of materials to be furnished under the Contract.

CONTRACT, AGREEMENT, CONTRACT DOCUMENTS: Collectively, all of the covenants, terms and stipulations set forth in the Agreement covering the performance of the work, together with all supplementary documents, including but not limited to the "Notice to Bidders", "Information to Bidders and General Conditions", "Supplementary Information to Bidders and General Conditions", "Proposal" and all other documents required for submission of bids, executed "Agreement", "Contract Bond(s)", "Change Orders" if any, "Specifications" including general specifications, any drawings or surveys and "Addenda", if issued, all of which are to be treated as one instrument whether or not set forth at length in the form of the Contract.

SUBCONTRACTOR: Any person or entity having a direct contract with the Contractor for performing work or furnishing material to a design according to the plans or specifications of this work.

CONTRACT BOND(S): The approved performance, labor and material payment and/or maintenance bonds furnished by the Contractor and his surety on behalf of the Contractor as required by the Contract Documents.

MATERIALS: Any and all goods, services, equipment and products to be furnished by the Contractor under the Specifications.

DAY: Reference to a "day" throughout the Contract Documents shall mean a calendar day unless otherwise specifically defined.

WORK: All services required by the Contract, including all labor, goods, materials, equipment, transportation and services provided or to be provided to fulfill the Contractor's obligations under this Contract.

The sub-headings printed in the Contract Documents are intended for convenience of reference only, and shall not be considered as having any bearing on the interpretation thereof.

## **PART II- INFORMATION TO BIDDERS**

### **1. Interpretation of Approximate Estimate of Quantities.**

The bidder's attention is called to the fact that the estimate of the materials and work to be furnished under the Specifications is approximate and is given only as a basis of calculation for comparing bids and awarding a contract. Payments will be made for the actual material and work delivered at the unit price(s) bid. The Municipality reserves the right to increase or diminish the quantities shown or to omit or purchase zero (0) of any of them, as it may deem necessary; and the bidder will not at any time after the submission of bids claim any misunderstanding as to the nature or amount of the work to be done.

The Contractor shall make no claim for anticipated profits, or for loss of profit, because of a difference between the estimated quantities and the various items of material and work stated in the Proposal, and the quantities actually performed or delivered.

### **2. Familiarity with Proposed Work.**

Before submitting his bid, each bidder must: (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the work, if applicable; (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

Surveys and investigation reports of subsurface or lateral physical conditions at the proposed work site(s) or otherwise affecting performance of the work, if any, made by the Municipality, Municipal Officials or Engineer in anticipation of this Contract are made as use as a guide for preparation of the Specifications and any drawings. The Municipality will make copies of such surveys and reports available to any bidder requesting them. The Contractor agrees that he will make no claims against the Municipality, Municipal Officials or Engineer if, in carrying out the work he finds that the actual conditions encountered do not conform to those indicated by said surveys and investigation reports.

Before submitting his bid, each bidder will, at this own expense, make such additional surveys and investigations, as he may deem necessary to determine his bid price for performance of the work within the terms of the Contract Documents. However, prior to any investigations of this nature, the bidder shall obtain the permission of the Municipality, inform himself of the location of underground and lateral utilities and structures, be responsible for any damage incurred by any act of the intended bidder and repair any damage resulting from his operations. The bidder shall be responsible for any and all disruption of utilities or services.

The submission of a bid will constitute an incontrovertible representation of the bidder that he has complied with every requirement of this Paragraph 2. No plea of ignorance of conditions that exist or that may herein exist or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as the result of the failure to make necessary examinations and investigations as required, will be accepted as an excuse of any failure or admission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents or will be accepted as a basis for any claim, whatsoever, for extra compensation or for an extension of time.

3. Qualifications of Bidder.

Bidders shall be experienced in the preparation and furnishing of the work specified, having the necessary equipment therefor, and sufficient capital to properly furnish the work within the time allowed therefor. Bids received from bidders who have previously failed to complete contracts within the time required therefor, or who have previously performed similar work in an unsatisfactory manner, or who do not have the required equipment or capital to properly furnish the work, or have failed to honor any warranties or guarantees furnished with any prior contract, may be rejected. Proposals in which the prices are obviously unbalanced may also be rejected.

Forms requiring that a bidder specify certain experience, availability of equipment, etc., when required by the Supplementary Information to Bidders and General Conditions and/or Specifications, shall be completed and submitted at the time of bidding.

The Municipality reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Municipality all such information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Municipality that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. All bidders must be duly and legally incorporated, organized or otherwise established and be in good standing to do business in the State of New Jersey.

4. Bid Proposal Form.

A. All bids must be submitted upon the proposal form attached hereto.

B. Bid forms must be completed in ink or by typewriter and signed in ink. The bid price of each item on the form must be stated in words and numerals; in case of conflict, words will take precedence.

C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other authorized corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested. The corporate address and State of incorporation shall be shown below the signature.

D. Bids by a partnership must be executed in the partnership name and signed by a partner, his title must appear under his signature, accompanied by original evidence of authority of the bidding partner to act for the partnership, and the official address of the partnership must be shown below the signature.

E. All names must be typed or printed below the signature.

F. The bid shall contain an acknowledgement of receipt of all Addenda (the number of which shall be filled in on the Bid form).

G. Bids are requested only on the items specified in the schedule of quantities and prices. Bids are not requested on the furnishing of other items than those specified. Bidders are cautioned not to attach any conditions, limitations or provisions to their proposal, as such conditions, limitations or provisions will result in the bid being rejected. When a bid is submitted on the item basis, the bidder must give separate prices per unit of measure for each of the several classes of work to be performed, as given in the proposal. The sum of the estimated quantities multiplied by the price per unit measure shall equal the lump sum bid for the entire work. In the case of discrepancy, the lump sum will rule and unit prices will be changed proportionately so as to agree with said lump sum. The contract award will not, in any case, exceed the lump sum bid. Unless specifically provided elsewhere in the Contract Documents, the Municipality seeks to award a single contract based on the lowest responsible bidder for all work specified.

5. Bid Security.

Each proposal shall be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable to the Municipality. Unless specifically provided elsewhere in the Contract Documents, the amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Department of Treasury Circular 570.

Bid Security shall be returned to all except the three (3) apparent lowest bidders within ten (10) days after the opening of bids, Sundays and holidays excepted, and to the three (3) lowest bidders within three (3) days after execution of the Contract and the approval of Contract Security, Sundays and holidays excepted.

6. Contract Time.

The number of days for the completion of work (the Contract time) shall be set forth in the Specifications or elsewhere in the Contract Documents, and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in Paragraph 43 hereunder and elsewhere in the Contract Documents.

7. Subcontractors.

A. When required by the Supplementary Information to Bidders and General Conditions or Specifications, the bidder must submit with his bid a list of certain types of subcontractors to whom the bidder will subcontract the furnishing of any of the work. In the event a Subcontractors List is mandatory, the identified categories of subcontractors shall be listed and included with the bid on the form provided herewith. If no subcontractors are to be engaged, the appropriate space on the form shall be checked. A failure to submit this list with the bid, when required, shall result in rejection of the nonconforming bid. Subcontractors must have all required professional licenses and/or permits in their possession prior to the opening of bids.

B. Except as otherwise provided immediately above, after notice of award and prior to commencement of work, the Contractor must identify in writing to the Municipality those portions of the work that he has proposed to subcontract and may only subcontract other portions of the work with the Municipality's written consent.

C. The Contractor shall be as fully responsible to the Municipality for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract as the Municipality may exercise over the Contractor under any provisions of the Contract Documents. Nothing contained herein shall create any contractual relationship between any subcontractor and the Municipality.

8. Submittal or Delivery of the Proposals.

Bids must be enclosed in sealed envelopes, bearing the name and address of the bidder and the name of the work, and must be delivered at the place and at or before the time required in the Notice to Bidders, along with the Bid Security and other required documents. All bids, which are mailed, must be done so by certified mail. The Municipality assumes no responsibility for bids mailed, delivered or misdirected in delivery before the bid opening.

9. Modification and Withdrawal of Bids.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids. Bids may be withdrawn after the bid opening only to the extent authorized by law, N.J.S.A. 40A:11-23.3.

10. Opening of Bids.

Bids will be opened as indicated in the Notice to Bidders.

11. Bids to Remain Open.

All bids shall remain open until such time as the Municipality has entered into a Contract with the successful bidder or a period not to exceed sixty (60) days after the day of the bid opening, but the Municipality may, in its sole discretion, release any bid and return the Bid Security prior to that date.

12. Subletting or Assigning of Contract.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of the work provided therein, or of his right, title or interest therein, to any person or entity without the written consent of the Municipality.

13. Award of Contract.

A. To the extent authorized by law, the Municipality reserves the right to reject any and all bids and waive any and all informalities.

B. In evaluating bids, the Municipality shall consider the qualifications of the bidder, whether or not the bids comply with the prescribed requirements and alternates and unit prices, if requested, in the bid forms. The Municipality may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for that portion of the work as to which the identity of the subcontractors and other persons and organizations was to be submitted with bids. The Municipality may conduct such investigation as it deems necessary to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the satisfaction of Municipality within the prescribed time. The Municipality reserves the right to reject the bid of any bidder who does not pass any such evaluation to its satisfaction.

C. If the Contract is awarded, it will be awarded to the lowest responsible, responsive bidder.

D. If the Contract is awarded, the Municipality will give to the successful bidder a notice of award within sixty (60) days after the day of the bid opening.

E. Simultaneous with the delivery of the executed Agreement to the Municipality, the Contractor shall deliver to the Municipality the required Contract Bonds and insurance certificates.

F. More than one (1) contract may be awarded based on the individual low bidder for each bid item only when multiple contract awards are specifically authorized by the Specifications or elsewhere in the Supplementary Information to Bidders and General Conditions.

G. The Contractor shall start work on or before the date specified, or if no date is so specified, within ten (10) days of the mailing of the notice to the Contractor directing him to proceed with work.

14. Performance and Labor and Material Bonds.

Within ten (10) days after he has received notice of award, and when specifically required by the Contract Documents for this Contract, the successful bidder shall furnish and deliver a properly executed performance bond for faithful performance of the Contract and a labor and material payment bond for the payment of all persons performing labor and furnishing materials in connection with the Contract. Unless otherwise directed in the Supplementary Information to Bidders and General Conditions and/or Specifications, the amount of said bonds shall be one hundred (100%) percent of the bid price. The surety on the bond(s) must be a corporate security and must meet the requirements stated herein under Paragraph 5, "Bid Security". All bonds shall be accompanied by a surety disclosure statement and certification as required by law.

15. Consent of Surety.

When specifically required by the Contract Documents for this Contract, each bid proposal must be accompanied by a consent of surety which must be signed and witnessed. This consent of surety must be a separate legal instrument. The surety company shall be licensed to act as a surety in the State of New Jersey, acceptable to the Municipality, and named in the current list of, "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Department of Treasury Circular 570, agreeing, in the event of the award of the Contract to the bidder, to furnish each of the bonds required for this Contract, which may include a performance bond, labor and material payment bond and/or maintenance bond. The bonding requirements will be set forth in the Specifications and/or Supplementary Information to Bidders and General Conditions. The consent of surety shall be in a form acceptable to the attorney of the Municipality.

16. Maintenance Bond.

Prior to the start of any guarantee period and before the final payment is made, the Contractor, if required elsewhere in the Contract Documents, shall provide the Municipality with a maintenance bond in the amount specified, to insure the replacement or repair of defective materials or workmanship during the required guarantee period. In addition, all bonds shall be accompanied by a surety disclosure statement and certification as required by law.

17. Execution of Contract.

Within ten (10) days after the date of award of a Contract, and notification thereof by a notice of award delivered to the bidder or mailed to the address designated in the proposal, the bidder to whom the Contract is awarded shall execute the Contract and furnish the required bond(s) and such evidences of complying with the insurance provisions of the Contract as are required.

18. Failure to Execute Contract.

In the event the successful bidder fails or refuses to execute and deliver the Contract and required bonds and policies or certificates of insurance within ten (10) days after he has received notice of award the Municipality may direct that the Bid Security deposited by such bidder be forfeited as liquidated damages for such failure or refusal, and may annul the initial notice of award, and thereafter award to the next apparent lowest bidder, or otherwise dispose of the Contract as permitted by law and best serving the interests of the Municipality. Nothing in the Contract Documents shall prevent Municipality from seeking recovery for actual damages exceeding the limit of the Bid Security.

19. Interpretation and Disputes.

The written items and provisions of these Contract Documents supersede all verbal statements of the Engineer and other representatives of the Municipality and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, the Specifications and Contract Documents. In the case of a conflict between any of the documents provided or as to the meaning or intent of the Specifications, the Engineer shall be the sole judge and give the final determination.

All questions about the meaning or representation of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than 10 days, Saturdays, Sundays and holidays excepted, prior to date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The Engineer shall not be obligated to respond to questions.

20. Documents to be Intact.

The Specifications, Bid Proposal Form, and Contract are part of the Contract Documents and are to be returned intact, properly assembled. All erasures, interpolations and other physical changes in the Bid Proposal Form shall be signed or initialed by the Bidder.

21. Rejection of Bids.

Any or all Bid Proposals may be rejected for any reason or reasons permitted by law, including, but not limited to: (a) if competition has obviously been suppressed; (b) if the prices are obviously unbalanced; or (c) if received from bidder with whom the Borough has had prior negative experience.

22. Certificate of Completed Operations Coverage.

At the time of the execution of the Contract, the Bidder to whom the Contract has been awarded shall furnish and deliver a properly executed Certificate of Completed Operations.

23. Evidence of Insurance Required.

At the time of the execution of the Contract, the bidder to whom the Contract has been awarded shall furnish and deliver satisfactory evidence that he has obtained all of the insurance required by these Contract Documents.

24. Compliance With Laws.

The Contractor shall keep himself fully informed of, and shall carefully observe and comply with all existing and future Federal, State, County and municipal laws, ordinances and regulations which in any manner affect the conduct of the work, the materials used in the work or those engaged in, or employed in the work, and all such orders or decrees as exist at present, and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall protect and indemnify the Municipality and its Municipal Officials, officers, Engineer, employees and agents against any claims or allegations based on violations of past, existing or future laws by the Contractor and/or any of the Contractor's employees, agents or subcontractors.

24A. New Jersey Business Registration Requirements.

The successful bidder is required to provide to the Municipality a copy of its business registration certificate, along with those of its named subcontractors, issued by the New Jersey Division of Revenue prior to the time a contract is awarded.

In addition, N.J.S.A. 52:32-44, as amended by P.L. 2009, c.315, imposes the following requirements:

- A. A subcontractor named in the bid shall provide a copy of its business registration to the bidder who shall provide it to the Municipality as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the Municipality unless the subcontractor first provides the successful bidder with proof of a valid business registration.
- B. The Municipality will retain the proof of business registration in the file where documents relating to the Contract are maintained.
- C. The successful bidder shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the Contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the Contract.
- D. For the term of this contract, the successful bidder and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- E. In the event the successful bidder subcontracts any of its work, said bidder shall include within its subcontracts the requirement that, for the term of this Contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

24B. Public Works Contractor Registration.

Pursuant to N.J.S.A. 34:11-56.48 et seq., the Public Works Contractor Registration Act, all bidders and their listed subcontractors must be registered with the Department of Labor and Workforce Development prior to bidding on public works projects that exceed the prevailing wage threshold, which, unless otherwise provided elsewhere in the Contract Documents, includes this Contract. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the Contract unless the contractor or subcontractor is registered pursuant to N.J.S.A. 34:11-56.48 et seq. **Bidders must submit proof with their bids that they, and their listed subcontractors, are registered.**

25. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provisions is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

26. Permits and Licenses.

Unless otherwise specifically set forth elsewhere in the Contract Documents for this Contract, the Contractor shall procure all required permits and licenses from the State, County, Municipality or other public authorities and railroads, shall post all required bonds and pay all fees and other charges and costs connected therewith. The Municipality shall extend all reasonable assistance to the Contractor in obtaining the required permits.

The Contractor shall notify and cooperate with all utility companies along the lines of the proposed work.

27. Testing.

All materials, equipment, supplies and/or services delivered to or performed for the Municipality shall be subject to final inspection and/or testing by the Municipality or by other testing laboratories as the Municipality may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Municipality may reject all or any part of the materials, supplies or services to be provided under this Contract, and Contractor shall immediately replace same.

28. Federal and State Sales Tax (Where Applicable).

Purchases under this Contract are not subject to any Sales or Excise Tax, to the extent authorized by law; exemption certificates will be furnished, upon request, by the Municipality.

29. Domestic Materials.

Pursuant to N.J.S.A. 40A:11-18, the Contractor during the course of this Contract agrees wherever available to use, supply or deliver only such manufactured and farm products of the United States.

30. Insurance.

A. General Requirements.

1. The Contractor shall not commence work under this Contract until he obtains, at his own expense, all the insurance required in this Paragraph 30. Nothing contained herein is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
2. The Borough of Highland Park, and each of its Municipal Officials, employees, officers, agents and consultants, including the Engineer, shall be named as an additional insured on all policies (except for Workers' Compensation coverage), and shall be clearly shown as such in the Certificate(s) of Insurance required below. Policy limits specified below are minimum, and wherever the law requires higher limits, the higher limits will govern.
3. The prospective bidder shall note the insurance requirements set forth in this Paragraph and shall ascertain the cost to him of all the required insurance policies before submitting his bid. No separate payment will be made for the cost of the insurance herein specified, but the Contractor shall include the cost of such insurance as part of the prices bid for the various items scheduled in the Bid Proposal.
4. If any of the work is subcontracted, the provisions and requirements in regard to insurance to be provided by the Contractor shall apply equally to each subcontractor. It shall be the responsibility of the Contractor to ensure that all his subcontractors comply with the insurance requirements contained herein and do not commence work on their respective subcontracts until all insurance required has been obtained. Insurance of the types and limits hereinafter specified shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform. Subcontractors' certificates and policies shall be available upon demand of the Engineer.
5. If, at any time, any of the said policies shall be or become unsatisfactory to the Municipality, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Municipality, then upon five (5) days written notice from the Municipality to the Contractor, the Contractor shall obtain a new policy, and submit the same to the Municipality for approval.

6. All required insurance must be in effect and continued during the life of the Contract and until all work is completed and accepted by the Municipality and all retained percentages and bonds have been released.
7. In the event claims in excess of the required amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Municipality.

B. Specific Requirements.

In accordance with the following limits and minimum requirements, the Contractor shall purchase and maintain insurance with companies licensed to do business in the State of New Jersey and that are, in the judgment of the Municipality, financially capable of providing the requisite insurance:

1. Workmen's Compensation and Employer's Liability Insurance in accordance with the requirements of the General Laws of New Jersey and all other applicable laws and regulations. If any class of employees engaged in hazardous work cannot be protected by Workmen's Compensation and Liability Insurance, the Contractor shall provide adequate insurance for such class of employees.
2. Commercial General Liability Insurance Including Contractor's Liability, Completed Operations, and Contractual Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage per accident, and a \$2,000,000 aggregate limit. Coverage for explosion, collapse, and underground (XCU) hazards shall also be included. All liability coverages shall be on an occurrence basis. The policy shall also provide for reinstatement of full coverage after payment of claim.
3. Comprehensive Automobile Liability Insurance, covering the Contractor for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.
4. Contractual Liability Insurance must be included in the General Liability Insurance described above specifically insuring the Indemnification Clause specified hereinafter in Paragraph 31.

C. Certificates of Insurance.

Certificates of Insurance, filed in triplicate, evidencing the coverage required above must be filed with the Engineer and Municipality before the Contract is signed. Copies of the insurance policies must be available upon demand of the Engineer. The General Liability Certificate must specifically state that Contractual Liability Insurance is in force. The Municipality shall be given at least (30) days' prior written notice of any intention not to renew any of the insurance required herein or of any intention to cancel or materially change such coverage or any reduction in such insurance coverage. All certificates must provide for thirty (30) days' prior written notice to the Municipality of policy cancellation or material change.

The Certificate shall also contain the following:

1. Name and address of the insured;
2. Title and location of the operations to which the insurance applies;
3. The number of the policy and the type or types of insurance enforced thereunder on the date borne by such certificates;
4. The expiration date of policies and the limit or limits of liability hereunder on the date borne by such certificate;
5. A statement that the insurance of the type afforded by the policy applies to all of the operations on and at the site of work which are undertaken by the insured during the performance of this Contract;
6. Confirmation that the aggregate limits of the liability policy apply on a per project basis and are not reduced by paid claims on other projects;
7. A statement naming the Borough of Highland Park, and each of its Municipal Officials, employees, officers, agents and consultants, including the Engineer, as additional insureds on all policies (except Workers' Compensation coverage); and
8. A statement as to the exclusion of the policy, if any.

31. Indemnification Clause.

The Contractor agrees that it shall be solely responsible for all injuries to persons or property directly or indirectly arising out of, relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, and shall hold harmless, indemnify and defend the Borough of Highland Park, and each of

its Municipal Officials, employees, officers, agents and consultants, including the Engineer, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of, relating to, or in connection with the Contract and performance or nonperformance of the work required by the Contract Documents, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor or its officers, agents, servants, subcontractors or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent. The Contractor shall furnish evidence to the Municipality that with respect to performing the work in the Contract Documents, it carries said Contractual Liability Insurance in the amounts specified above. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

32. General Contractor as Municipality's Safety Representative.

The Contractor shall ensure that sufficient precautions are exercised at all times for the protection of persons and property and that the safety provisions and applicable laws and building and construction codes are observed, including but not limited to applicable OSHA requirements and requirements of the New Jersey Construction Safety Act, N.J.S.A. 34:5-168. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public, or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when people are at the work sites.

33. Additional Obligations Assumed by Contractor.

Notwithstanding any other obligations set forth in the Contract Documents, the Contractor shall be responsible for taking necessary steps to guard against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, the Municipality, the Municipal Officials, the Engineer, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Municipality, subsequent to the acceptance of his proposal:

- A. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Municipality.

- B. The risk of injuries or damages, direct or consequential, to the Municipal Officials and the Municipality, its officers, Engineer, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment.
- C. The risk of claims and demands, just or unjust, by third persons against the Municipal Officials and the Municipality, its officers, Engineer, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Municipal Officials and the Municipality, its officers, Engineer, agents or Employees.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this Paragraph.

34. Acceptance of Work Not a Waiver of Contract.

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate of the Engineer, or any officer, agent or employee of the Municipality, nor any extension of time, nor any possession taken by the Municipality, nor any permission or direction to continue with the performance or work, nor any performance by the Municipality of any of the Contractor's duties or obligations, nor any other thing done or omitted to be done by the Municipality, its officers, agents or employees, shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Municipality may be entitled because of any breach thereof EXCEPTING ONLY A RESOLUTION BY THE MUNICIPALITY PROVIDING EXPRESSLY FOR SUCH WAIVER. No cancellation, revision or annulment hereof in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Municipality may be entitled because of such breach.

Moreover no waiver by the Municipality of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

35. Non-Collusion Affidavit.

Each bid submitted shall implicitly represent on the part of the bidder that he is the only person or persons interested in said bid; that it is made without any connection with any person submitting another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Municipality, or any person in the employ of the said Municipality is directly or indirectly

interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

All bidders must execute the Non-Collusion Affidavit and furnish same with their bid proposal.

35A. Bids on Equivalent Products.

The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the Specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Municipality's needs. When the responding bid may differ from the requirements set forth in the Specifications, the bidder shall indicate clearly the product on which he is bidding; shall describe each variation in detail, referring to the paragraph and Specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the Specifications; the Municipality may require a demonstration of the item in question, at the bidder's expense. Catalog cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

### PART III - GENERAL CONDITIONS

#### 36. Work to be Performed.

The work to be performed shall consist in furnishing all materials in the manner herein specified of the several items of work designated in the Specifications and elsewhere in the Contract Documents. The quantity of material required is approximately that specified under each unit. As previously indicated, these quantities are estimates only, which may be decreased or increased in the manner herein provided (when applicable).

Further, the intent of the Specifications is that the Contractor shall furnish all labor, goods, services, materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. Therefore, it is specifically agreed and understood by the Contractor that anything, be it labor, material or equipment, which is not specifically described in the Specifications but is necessary for the work according to the true intent of the Specifications and as interpreted by the Engineer, shall be furnished by the Contractor as part of this Contract, at no extra charge, as though it was specifically detailed and described. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the Contract in a substantial and acceptable manner, and fully complete the work.

#### 37. Changes and Modifications.

In case the Municipality shall require any change in either the quantity or quality of materials or work furnished, it shall have the right to have the same made, and the Contractor does hereby agree to make such changes, all in accordance with the relevant statutes and regulations governing change orders. These changes may reduce or increase the quantity specified or may call for material or work not specified in the original Specifications. However, no such changes shall be made nor shall there be any deviation from the provisions of the Specifications or any payment made for extra or modified work until after the full execution of a Change Order.

When the additional material or work to be furnished is a kind not set forth in the original Specifications, the terms of such additional material and payment therefor shall be set forth in a proposed Change Order. The proposed Change Order shall state the additional material or work to be furnished, the amount to be paid therefor and the number of additional days, if any, that will be added to the time specified for the completion of the entire Contract.

The price stated in the proposed Change Order representing the sum to be added to or deducted from the Contract amount may be determined at the discretion of the Municipality in one or more of the following ways:

- A. By estimate and acceptance of a lump sum price; or

- B. By unit prices to be agreed upon; or
- C. By cost plus a percentage or by cost plus a fixed amount; or
- D. As otherwise agreed upon between the parties.

If the Contractor shall decline or fail to execute the proposed Change Order within five (5) days of the proffer of same, the Municipality may then arrange for the furnishing of materials or work in any manner it may see fit, the same as if this Contract had not been executed and the Contractor shall not interfere with such furnishing of materials.

When the modified amount of materials to be furnished is of a kind stated or otherwise reasonably anticipated in the original Specifications and no prices other than Contract prices are involved, the Municipality will issue extra or reduction Change Orders, as the case may be, and the Contractor agrees to accept such Change Orders and to furnish additional materials or work or to omit the materials or work ordered to be omitted. Such extra or reduction Change Orders shall show in detail the kind and amount of materials or work to be furnished or omitted, the amount that shall be added to or reduced from the original Contract amount for each item increased or decreased by the Change Order, and the number of days, if any, that will be added to the time specified for the completion of the entire Contract.

If the Contractor shall refuse to accept any Change Order calling for an increase or decrease in the Contract quantities as set forth in the prior subparagraph, the Municipality may judge that work has been abandoned.

Change Orders shall be administered in accordance with New Jersey statutes and regulations governing same.

38. Extra or Additional Work.

Whenever, in the opinion of the Municipality, additional material or work to that designated in the Specifications is needed to complete the Contract as planned and contemplated, the Contractor shall furnish same at the unit Contract price, only after the requirements therefor have been complied with, as above set forth.

39. Unauthorized Work.

The Contractor shall not furnish any materials or work not designated in the Contract unless written Change Orders have previously been given as herein provided. Material or work furnished in any manner other than that herein specified will be condemned, and must be replaced at the Contractor's expense, unless otherwise ordered by the Municipality in writing.

40. Defective Work.

Inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the Contract as herein described, and defective or incomplete work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may previously have been overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective or incomplete at any time before final acceptance and payment, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the site for use in the work, or selected therefor, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith move such material from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work, or complete any incomplete work, the Municipality may, and without prejudice to any other remedy it may have, correct such deficiencies in work, and the expense thereof shall be borne by the Contractor.

41. Methods of Procedure.

The Contractor shall begin work immediately after the execution of the Contract by the Municipality and notice to proceed, and shall continue thereon without interruption until the work is completed, except as herein provided.

42. Workers.

The Contractor shall attend to every part of the work personally or through a competent superintendent or work manager, who must be kept on the work and be authorized to receive instructions in the absence of the Contractor.

The Contractor shall employ only competent workers to do the work. They must be experienced and skilled in the particular kind of work they are expected to perform. They must perform their work in a neat and workmanlike manner, and in strict compliance with the requirements of the Specifications or instructions of the Municipality. Whenever the Municipality shall notify the Contractor, or his representative in charge, in writing that any person on the work is not properly qualified for the duty he has to perform, or is not performing his work in a satisfactory manner, or is working contrary to the provisions of the Specifications or the instructions of the Municipality or is disorderly, that person shall thereupon be required to leave the job site and not again be employed by the Contractor upon said work, unless special permission have been secured in writing therefor from the Municipality. Payment will not be made for any work completed by workers after their removal from the job site has been requested by the Municipality in the manner described.

43. Completion; Liquidated Damages.

The work herein specified is to be completed or delivered within the time specified in this Contract or otherwise by the Municipality. The parties agree that time is of the essence of each and every portion of this Contract, and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract additional time is allowed for the completion of any work.

In case the Contractor shall fail to fully, entirely and in conformity to the provisions and conditions of this Contract, furnish the materials, within the time specified for such performance and completion, or within such further time as, in accordance with the provisions of this Contract shall be fixed or allowed for such performance and completion, the Contractor shall and will pay the Municipality for each and every calendar day that he, the Contractor, shall be in default, the sum set forth in the Supplementary Information to Bidders and General Conditions and/or Specifications, which said sum per day is agreed upon, fixed and determined by the parties hereto to be liquidated damages, not a penalty.

The Municipality shall recover said damages by deducting the amount thereof out of any monies which may be due or become due the Contractor. If the damages exceed the unpaid Contract balance, the Contractor or its surety shall pay the difference to the Municipality.

In case the Contractor shall be delayed due to the failure on the part of the Municipality to furnish anything on its part to be furnished, or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the completion of the work as in the judgment of the Municipality shall be fair and just.

No extension of time shall be allowed for any delay from any cause whatsoever unless the Contractor shall have notified the Municipality in writing of such delay and of his intention to claim an extension of time, within five (5) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of delay.

44. Suspension of Work.

The Municipality may, by giving seven (7) days written notice to that effect, suspend all or any portion of work, if in its judgment that same cannot be properly supplied for any reason beyond the control of the Contractor. Payments may be made as provided herein, but no other allowance of any kind will be made for such suspension except as an extension of time for the completion of work.

The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Municipality to the Contractor to do so.

In case such suspension shall extend over a period of sixty (60) days from the date of said written notice to the Contractor directing suspension of work, the Municipality will, on request from the Contractor in writing, cancel the Contract or portion of the Contract as provided for herein, and the Contractor shall be entitled to the estimates and payments for all work done on the portions so cancelled, if any.

45. Cancellation of Contract.

The Municipality shall have the right at any time, for reasons which appear good and sufficient to the Municipality to cancel this Contract, or any part thereof, upon giving thirty (30) days notice in writing to the Contractor, in which event the Contractor, if he be not then in default on this Contract, shall be entitled to the full amount of the estimate for work done by him under the terms and conditions of this Contract up to the time of such cancellation. The Contractor shall be reimbursed by the Municipality for such expenditures as in the judgment of the Municipality are not otherwise compensated for. It is understood and agreed, however, that no payment shall be made by the Municipality for any claim for loss of anticipated profits.

46. Termination of Contract.

The Municipality shall have the right to terminate the Contract with the Contractor after giving ten (10) days written notice of termination to the Contractor and the Contractor's surety, if any, in the event of default by the Contractor. It shall be considered a "default" by the Contractor if the work herein described, or any part thereof, has been abandoned or is unnecessarily delayed, or the Contractor is disregarding or violating any of the covenants of this Contract or is executing the same in bad faith.

In the event of termination of the Contract by the Municipality because of default by the Contractor, the Municipality may complete the work by whatever method and means it may select, which may include a requirement that the surety complete the work. If the Municipality looks to the surety, the surety shall make and provide written notice to the Municipality of its determination with respect to payment or completion within thirty (30) days after the date of default, unless a shorter period of time is required by the surety's bond or by law, in which case the shorter period shall govern surety's time.

If the Municipality completes the work, the Municipality shall recover the cost of the work thus furnished by deducting the amount thereof out of any monies which may be due or become due the Contractor. If the cost of completing the work shall exceed the unpaid Contract balance, the Contractor or its surety shall pay the difference to the Municipality.

47. Payments: Measurement of Quantities.

As work progresses and is completed, the Contractor shall periodically submit to the Municipality invoices for said completed work, but in no case shall more than one (1) payment be made in a one-month period.

The Contractor's invoices shall be submitted on or before the Periodical Billing Dates provided by the Municipality in the Supplementary Information to Bidders and General Conditions and/or Specifications. Invoices will be processed for approval of payment at the next public meeting of the Municipality that is at least twenty (20) days after the Periodic Billing Date, unless the Contractor is advised in writing before expiration of said twenty (20) day period of reasons why payment cannot be made.

The Engineer or other Municipal representative will recommend to the Municipality payment to the Contractor based on the material and work furnished and bid prices. The Contractor shall accept payment for the quantity of material and work actually furnished.

The Contractor's applications for payment under this Contract shall be supported by such data substantiating the Contractor's right to payment that the Municipality may require, such as copies of requisitions from subcontractors and material suppliers.

The acceptance by the Contractor of the remaining balance at the completion of the Contract shall operate as and shall be a release to the Municipality and its Municipal Officials, officers, employees, Engineer and agents from all claims and liability for anything done or furnished in connection with the work, or any act or neglect of the Municipality and others relating to or arising out of the work.

48. Materials Furnished.

All materials required by the Specifications shall be furnished by the Contractor. Whenever requested, the Contractor shall furnish weights and measurements of all materials used and any other evidence required to satisfy the Municipality as to the quantity and quality of materials that are furnished and used.

49. Duties of the Engineer or Other Municipal Representative.

The Engineer or other Municipal representative shall furnish all specifications and estimates of quantities. He shall decide any and all questions which may arise as to the quality and acceptability of materials and work furnished. He shall furnish certificates of the quantity of work done before payment can be made, the quantities being determined by him. Should any differences arise between the contracting parties as to the meaning of intent of the Specifications, his decisions on these matters shall be final and conclusive between the contracting parties.

All instructions necessary to give due and full effect to any of the provisions of these Specifications shall be given by him. All materials of any kind and work shall be subject at all times to his inspection and approval. However, the Engineer's or Municipal representative's approval or acceptance of materials and furnished which do not comply with the requirements of these Specifications, does not commit the Municipality to acceptance thereof. Whenever imperfect or unsuitable material or work is discovered, he will immediately condemn it and it must at once be removed and replaced with proper material or work, as the case may be.

50. Duties of the Inspector.

The Inspector is authorized to inspect all materials and work furnished. He shall report to the Municipality the quantity and quality of materials received and work completed. He shall inspect all materials as received and work as completed, and when there is any doubt regarding the quality of the same, notify the Contractor to this effect. No materials shall be used until approved by him.

If at any time, in the opinion of the Inspector, material or work is furnished which is defective and not conforming with these Specifications, the Inspector shall direct the Contractor or his representative in writing, forwarding a copy of said notice to the Municipality, to discontinue the work or use of said material, until the question at issue can be referred to and decided by the Municipality. Any materials used or work completed by the Contractor in violation of the Inspector's direction may not be paid for under this Contract. The Inspector, however, does not have authority to issue instructions that are contrary to the Specifications or accept any materials or work that does not comply in every respect with the requirements of the Specifications. The Inspector shall in no case act as foreman nor perform other duties for the Contractor nor interfere with the management of the work by the latter. Orders given by the Inspector to the Contractor shall be in writing when so requested by the Contractor.

51. Patented Articles and Processes.

Any charge for the use of patented processes, materials or methods which may be used by the Contractor in this Contract, must be included in the prices bid. The Contractor shall be responsible for any claims made against the Municipality for any infringement of patents, by the use of patented articles in the completion of the work, and shall hold harmless, defend and indemnify the Municipality for all costs, expenses and damages which the Municipality shall be obligated to pay by reason of an infringement of patents used in the completion of said work.

52. Guarantee; General Warranty.

The Contractor warrants and guarantees that the materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, that the work will conform to the

requirements of the Contract Documents and that the materials and equipment comply in all respects with the standards regularly sold by the manufacturer in the lines ordered. All items shall be guaranteed for one (1) year after date of acceptance, or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control or unless otherwise required by the Specifications.

53. Intentionally Left Blank.

54. Intentionally Left Blank.

55. Pre-Construction Meeting.

Prior to starting work, the Contractor shall meet with the Engineer or Municipal representative in order to review the various times of work, discuss the extent of the project and method or procedure, and to prepare a detailed schedule and sequence of operation.

56. Intentionally Left Blank.

57. Prevailing Wage Rates.

Unless specifically provided otherwise in the Contract Documents, the provisions of N.J.S.A. 34:11-56.25 et seq. and N.J.A.C. 12:60-1.1 et seq., Prevailing Wages on Public Works, as determined by the New Jersey Department of Labor and Workforce Development, are applicable to this Contract.

All provisions of the above cited statute and amendments thereto shall be considered part of the Contract Documents and made a part thereof. The bidder does, by submitting its proposal, declare and represent to the Municipality that he is aware of and will comply with all provisions of said statute with relation to prevailing rates of wages for workers to be employed under this Contract.

The Contractor is specifically directed to the following requirements as set forth by the statute:

- A. All workers engaged by the Contractor or any subcontractor in the performance of services directly under this public work contract shall be paid not less than the prevailing rate of wages as specified.
- B. Each Contractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by said Contractor in connection with said public work. Records shall be preserved for two (2) years from date of payment.
- C. The Contractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and

Workforce Development, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, and at such place or places as are used by them to pay workers their wages.

- D. In the event that it is found that any workers employed by the Contractor or any subcontractor are paid less than the required wages rates, the Municipality may terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable to the Municipality for any excess costs occasioned thereby.
- E. Prior to the final payment of any retained percentage funds by the Municipality (if applicable), the Contractor and any subcontractors shall file written statements with the Municipality certifying to the amounts then due and owing from them to any and all workers or wages due on account of said work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each. Statements shall be verified by the oath of the Contractor or subcontractor, as the case may be.

In addition, and ONLY IF THE CONTRACT IS PARTIALLY OR TOTALLY FUNDED WITH FEDERAL FUNDS, the Contractor and all subcontractors, agree to pay all laborers, and etc. employed for the work of this Contract not less than the minimum prevailing rates of pay and benefits as determined by the Federal Government applicable to the general location of the work, to the extent applicable.

Prevailing wage rates applicable to this Contract are incorporated in these documents and form a part of the Contract Documents.

58. Certified Payroll Records.

The Contractor and all subcontractors shall comply with all provisions of N.J.A.C. 12:60-1 et seq. and the Contractor shall submit to the Municipality a "Certified Payroll Record" within ten (10) days after each payroll period. The Municipality shall then receive, file and store, in a depository of their choice, said certified payroll records and shall make said records available for inspection during normal business hours.

A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-2259.

59. Debarred Contractors.

No contract or subcontract hereunder shall be awarded or made to any party who is barred from public works pursuant to N.J.S.A. 34:11-56.37. The Contractor shall obtain a list of all debarred contractors/subcontractors which shall be incorporated into these documents and form a part of the Contract Documents.

60. New Jersey Statute P.L. 1975, c. 127.

The Contractor agrees to comply with all applicable requirements of P.L. 1975, c. 127.

61. Alternative Dispute Resolution – When Contract Involves Improvement to Real Property (N.J.S.A. 2A:30A-1 et seq., the Prompt Payment Law).

Pursuant to N.J.S.A. 2A:30A-1 et seq., the Prompt Payment Law (the “Law”), in the event this Contract involves improvement to real property, as defined by the Law, any dispute(s) regarding whether a party has failed to make payments required by the Law may be submitted to alternative dispute resolution prior to adjudication in court. The selected method of alternative dispute resolution shall be mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules and shall take place at the Municipality’s main offices.

62. Notice and Service Thereof.

Any notice under this Contract shall be in writing. The notices must be delivered personally, via facsimile transmission, via overnight courier or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract. All notices shall be considered delivered and the service thereof completed as follows: if by facsimile, upon confirmation of transmission; if by certified mail, upon mailing; if by overnight courier to the addressee at the address set forth in the Contract Documents, upon delivery; or if delivered in person to the addressee or its authorized representative at the location of the work, upon delivery.

63. Utilities.

The Contractor’s attention is directed to the provisions of N.J.S.A. 48:2-73 et seq. (Underground Facility Protection Act), as may be amended. Prior to performing any excavation work, the Contractor shall notify the One-Call Damage Prevention System (1-800-272-1000) for the mark-out of the underground utilities within the work area. The Contractor shall provide to the Engineer copies of each notice confirmation. Each of the Contractor’s subcontractors shall provide and maintain separate notice in accordance with this Act. All of the other provisions of this Act are incorporated herein by reference.

64. Political Contributions – Annual Disclosure.

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**EXHIBIT A**  
P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the contractor shall submit to the Municipality (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

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

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

B. 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.

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

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

G. 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;

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

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance

and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

**As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:**

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this Paragraph of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

**BOROUGH OF HIGHLAND PARK**  
**SPECIFICATIONS FOR PURCHASE OF**  
**ONE 2016 DODGE GRAND CARAVAN (OR EQUIVALENT)**

**GENERAL REQUIREMENTS**

**Intent**

The Borough seeks to purchase a 2016 Dodge Grand Caravan (or equivalent) (referred to herein as "vehicle"), consistent with the technical requirements set forth below in these specifications. The Borough intends, consistent with budgetary and other considerations, to award a single contract to the bidder who offers the lowest, responsive bid.

**Compliance with Requirements; Exceptions**

Each requirement of these specifications contains:

- (1) a space to indicate whether or not the bid complies with the specifications (yes/no) and
- (2) if bidder provides a "no", to explain that exception in detail.

Bidders must indicate whether their bid complies **EXACTLY on each and every item** specified. All exceptions shall be stated no matter how seemingly minor. Except where specifically precluded, exceptions shall be allowed if they are **equal to or superior to** that specified and provided they are listed and fully explained on separate pages. On the separate page(s), for each item for which bidder is offering an exception, bidder must indicate clearly the item originally required in the specifications and each variation thereto in detail along with sufficient data to enable an intelligent comparison to be made with the particular requirement of the specifications.

Bidder to supply brochures/specifications/literature and manufacturer documents supporting all deviations from the specification for product being offered. Vendor's brochures will not suffice in explaining exceptions to the specifications.

Any exceptions not taken shall be assumed to be included in the proposal, regardless of the cost to the bidder.

**Use of Brand Names in these Specifications**

The name(s) of any brand or manufacturer, trade name, or model number(s) mentioned in the specifications is/are for the purpose of designating a standard of quality and type and for no other. Wherever a brand name or manufacturer's name is included, the words "or equivalent" shall be deemed inserted, if not explicitly stated.

Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be equivalent (or superior) in quality, provided that documentation satisfactory to the Municipality is furnished establishing such equivalency. When the responding bid may differ from the specific requirements set forth in the specifications, bidder shall indicate that it is taking an exception to the stated bidding requirements in accordance with the above requirements

for "exceptions". Failure to submit the above information may be sufficient grounds for rejection of the bid.

**Delivery, Payment and Liquidated Damages**

The Contractor will be required to deliver to the Municipality the vehicle within **sixty/ninety (60/90) days** of the Contractor's receipt of the Notice to Proceed.

Upon delivery, the Municipality shall undertake a visual inspection of the vehicle to ensure compliance with these specifications, and any approved exceptions. Deviations will not be tolerated and will be cause for rejection of the vehicle unless they were originally listed in the bidder's proposal. The Municipality shall pay the Contractor for the vehicle within 30 days of the Contractor's delivery of same to the Municipality, and the Municipality's acceptance of same.

If the vehicle is not delivered within this time frame, then the Municipality shall be permitted to collect liquidated damages in the amount of **\$160 per day** for each day that Contractor is in default of this deadline, as described more specifically in Paragraph 43 of the General Conditions.

**SUPPLEMENTARY INFORMATION TO BIDDERS AND GENERAL CONDITIONS  
MINI VAN BID SPECIFICATIONS**

**GENERAL**

2016 DODGE GRAND CARAVAN (OR EQUIVALENT)

| <b><u>KEY FEATURES:</u></b>   | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---|---------------------------------|-------------------|
| Advanced Multistage Front Airbags   |                                 |                   |
| Supplemental Side-Curtain Airbags in all rows   |                                 |                   |
| Keyless Entry with Immobilizer  |                                 |                   |
| Front and Rear Air Conditioning with Heater   |                                 |                   |
| Power Heated Exterior Mirrors with Manual Fold-Away                                   |                                 |                   |
| Electronic Stability Control  |                                 |                   |
| Supplemental Front Seat-Mounted Side Airbags  |                                 |                   |
| Rearview Day/Night Mirror   |                                 |                   |
| Power Third-Row Vented Windows  |                                 |                   |
| Power Front One-Touch Windows   |                                 |                   |
| Second Row Power Windows  |                                 |                   |
| Interior Observation Mirror   |                                 |                   |
| Halogen Quad Headlamps  |                                 |                   |
| Exterior Mirrors with Heating Element   |                                 |                   |
| Tilt/Telescope Steering Column  |                                 |                   |
| Touring Suspension  |                                 |                   |
| 2 <sup>nd</sup> /3 <sup>rd</sup> Row Stow 'n Go® w/3 <sup>rd</sup> Row Tailgate Seats |                                 |                   |
| Driver Inflatable Knee Bolster Airbag   |                                 |                   |
| Sliding Driver Side Door with Glass   |                                 |                   |
| Sliding Passenger Side Door with Glass  |                                 |                   |
| Tire Pressure Monitor with Warning Lamp   |                                 |                   |
| Power Rack-and-Pinion Steering  |                                 |                   |
| 3-Zone Manual Temperature Control   |                                 |                   |
| Lower Instrument Panel Storage Bin  |                                 |                   |
| Luxury Steering Wheel   |                                 |                   |
| Rear Grocery Bag Hooks  |                                 |                   |
| Trailer Sway Damping  |                                 |                   |

**KEY FEATURES:**

| <b>ADDITIONAL KEY FEATURES:<br/>ENGINE/TRANSMISSION</b>          | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|--|---------------------------------|-------------------|
| 3.6-Liter V6 24-Valve VVT Engine                                 |                                 |                   |
| 6-Speed Automatic 62TE Transmission                              |                                 |                   |
| AutoStick® Automatic Transmission                                |                                 |                   |
| Fuel Optimizer Calibration                                       |                                 |                   |
| Multimedia   |                                 |                   |
| Radio 130  |                                 |                   |
| 6 Speakers   |                                 |                   |
| Steering Wheel Mounted Audio Controls                            |                                 |                   |
| Leather Low-Back Bucket Seats – Preferably Black                 |                                 |                   |
| Active Head Restraints   |                                 |                   |
| Latch Ready Child Seat Anchor System                             |                                 |                   |
| Wheels/Tires – 17-Inch x 6.5 Inch Tech Silver<br>Aluminum Wheels |                                 |                   |
| Tire Carrier Winch   |                                 |                   |
| EPA est. MPG: 17 city/25 highway                                 |                                 |                   |

| <b>INTERIOR &amp; EXTERIOR</b>           | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|--|---------------------------------|-------------------|
| 12-Volt Auxiliary Power Outlet           |                                 |                   |
| 12-Volt DC Front and Rear Power Outlets  |                                 |                   |
| 730-Amp Maintenance Free Battery         |                                 |                   |
| A-Pillar Passenger Assist Handle         |                                 |                   |
| Air Filtering                            |                                 |                   |
| Anti-Lock 4-Wheel Heavy Duty Disc Brakes |                                 |                   |
| AutoStick® Automatic Transmission        |                                 |                   |
| Belt Moldings                            |                                 |                   |
| Black/Bright Grille                      |                                 |                   |
| Black Seats                              |                                 |                   |
| Black Side Roof Rails                    |                                 |                   |
| Body-Color Body Side Molding             |                                 |                   |
| Body-Color Door Handles                  |                                 |                   |
| Body-Color Fascias                       |                                 |                   |
| Body-Color Sill Appliqué                 |                                 |                   |
| Daytime Running Lamps                    |                                 |                   |
| Delete Spare Tire                        |                                 |                   |
| Door Courtesy Lamps                      |                                 |                   |
| Driver-Side Sun Visor with Mirror        |                                 |                   |
| Dual Glove Boxes                         |                                 |                   |
| Dual Note Electric Horns                 |                                 |                   |
| Easy Clean Floor Mats                    |                                 |                   |
| Electronic Stability Control             |                                 |                   |

| <b><u>ADDITIONAL FEATURES:</u></b>          | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---|---------------------------------|-------------------|
| Engine Oil Cooler                           |                                 |                   |
| Floor and Cargo Area Carpets                |                                 |                   |
| Front Courtesy/Map Lamps                    |                                 |                   |
| Front Passenger Seat Belt Alert             |                                 |                   |
| Fuel Optimizer Calibration                  |                                 |                   |
| Halogen Quad Headlamps                      |                                 |                   |
| Headlamps with Turn-Off Time Delay          |                                 |                   |
| Heavy Duty Engine Cooling                   |                                 |                   |
| Instrument Cluster with Tachometer          |                                 |                   |
| Instrument Panel                            |                                 |                   |
| Integrated Roof Rail Crossbars              |                                 |                   |
| Interior Observation Mirror                 |                                 |                   |
| Keyless Entry with Immobilizer              |                                 |                   |
| Left Rear Quarter Trim Storage Bin          |                                 |                   |
| Liftgate Flood Lamp                         |                                 |                   |
| Low Washer Fluid Warning Signal             |                                 |                   |
| Luxury Steering Wheel                       |                                 |                   |
| Michelin® Brand Tires (or equivalent)       |                                 |                   |
| Non-Adjustable Pedals                       |                                 |                   |
| Non-Locking Fuel Filler Cap                 |                                 |                   |
| Outside Temperature Display in Odometer     |                                 |                   |
| Overhead Console                            |                                 |                   |
| Passenger-Side Sun Visor with Mirror        |                                 |                   |
| Power Rack-and-Pinion Steering              |                                 |                   |
| Rear Dome Lamp                              |                                 |                   |
| Rear Grocery Bag Hooks                      |                                 |                   |
| Rear Window Defroster                       |                                 |                   |
| Rear Window Wiper/Washer                    |                                 |                   |
| Second-Row B-Pillar Assist Handles          |                                 |                   |
| Second-Row Buckets with Fold-In Floor Seats |                                 |                   |
| Second-Row Overhead Interior Assist Handles |                                 |                   |
| Sliding Door Alert Warning                  |                                 |                   |
| Sliding Driver-Side Door with Glass         |                                 |                   |
| Sliding Passenger-Side Door with Glass      |                                 |                   |
| Speed Control                               |                                 |                   |
| Super Console                               |                                 |                   |
| Tilt/Telescope Steering Column              |                                 |                   |
| Tire Pressure Monitor with Warning Lamp     |                                 |                   |
| Touring Suspension                          |                                 |                   |
| Trailer Sway Damping                        |                                 |                   |
| Urethane Shift Knob                         |                                 |                   |
| Variable Intermittent Windshield Wipers     |                                 |                   |
| Climate Control Options                     |                                 |                   |
| 3-Zone Manual Temperature Control           |                                 |                   |

| <b>ADDITIONAL FEATURES:</b>                             | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---|---------------------------------|-------------------|
| Front and Rear Air Conditioning with Heater             |                                 |                   |
| Exterior Paint Procedures                               |                                 |                   |
| Monotone Paint  |                                 |                   |
| Glass   |                                 |                   |
| Sunscreen Glass   |                                 |                   |
| GVWR Packages   |                                 |                   |
| Gross Vehicle Weight/Payload Rating                     |                                 |                   |
| Mirrors   |                                 |                   |
| Body-Color Exterior Mirrors                             |                                 |                   |
| Exterior Mirrors with Heating Element                   |                                 |                   |
| Power Heated Exterior Mirrors with Manual Fold-Away     |                                 |                   |
| Rearview Day/Night Mirror                               |                                 |                   |
| Sound System Components                                 |                                 |                   |
| Audio Jack Input for Mobile Devices                     |                                 |                   |
| Fixed Long Mast Antenna                                 |                                 |                   |
| Lower Instrument Panel Storage Bin                      |                                 |                   |
| Steering Wheel Mounted Audio Controls                   |                                 |                   |
| Speaker Systems   |                                 |                   |
| 6 Speakers  |                                 |                   |
| Tires – P225/65R17 BSW All Season Tires                 |                                 |                   |
| Wheels – 17-inch x 6.5 inch Tech Silver Aluminum Wheels |                                 |                   |

| <b>50 State Emissions</b>                          | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|--|---------------------------------|-------------------|
| Customer Preferred Package 29R                     |                                 |                   |
| Primary Colors                                     |                                 |                   |
| Seats  |                                 |                   |
| Sound Systems                                      |                                 |                   |
| Radio 130  |                                 |                   |
| Wheel Options                                      |                                 |                   |
| Tire Carrier Winch                                 |                                 |                   |
| Engine – 3.6 Liter V6 24-Valve VVT Engine          |                                 |                   |
| Transmission – 6-Speed Automatic 62TE Transmission |                                 |                   |

**ADDITIONAL FEATURES:**

| <b><u>SAFETY AND SECURITY:</u></b>            | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---|---------------------------------|-------------------|
| Convenience/Security Options                  |                                 |                   |
| Advanced Multistage Front Airbags             |                                 |                   |
| Driver Inflatable Knee-Bolster Airbag         |                                 |                   |
| LATCH Ready Child Seat Anchor System          |                                 |                   |
| Manual Adjust Seats                           |                                 |                   |
| Power Door Locks                              |                                 |                   |
| Power Front One-Touch Windows                 |                                 |                   |
| Power Third-Row Vented Windows                |                                 |                   |
| Second-Row Power Windows                      |                                 |                   |
| Supplemental Front Seat Mounted Side Airbags  |                                 |                   |
| Supplemental Side Curtain Airbags in all Rows |                                 |                   |

| <b><u>DIMENSIONS &amp; CAPACITIES:</u></b>                           | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|--|---------------------------------|-------------------|
| <b>EXTERIOR DIMENSIONS:</b>  |                                 |                   |
| Ground Clearance – at curb weight – Running<br>Ground Clearance: 5.6 |                                 |                   |
| Overall Body Width: 78.7   |                                 |                   |
| Overall Height – Without Roof Rack: 68.9                             |                                 |                   |
| Overall Length: 202.8  |                                 |                   |
| Overhang – Front: 37.8   |                                 |                   |
| Overhang – Rear: 43.8  |                                 |                   |
| Track – Front: 65.6  |                                 |                   |
| Track – Rear: 64.8   |                                 |                   |
| Turning Diameter – curb-to-curb – Left: 39.1                         |                                 |                   |
| Turning Diameter – curb-to-curb – Right: 39.1                        |                                 |                   |
| Wheelbase: 121.2   |                                 |                   |

**ADDITIONAL FEATURES:**

| <b>INTERIOR DIMENSIONS:</b>                   | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---|---------------------------------|-------------------|
| Cargo Capacity – Behind First-Row Seat: 143.8 |                                 |                   |
| Cargo Capacity – Behind Second-Row Seat: 83.3 |                                 |                   |
| Cargo Capacity – Behind Third-Row Seat: 33.0  |                                 |                   |
| Head Room – Front: 39.8                       |                                 |                   |
| Head Room – Second Row: 39.3                  |                                 |                   |
| Head Room – Third Row: 37.9                   |                                 |                   |
| Hip Room – Front: 58.4                        |                                 |                   |
| Hip Room – Second Row: 65.0                   |                                 |                   |
| Hip Room – Third Row: 48.7                    |                                 |                   |
| Leg Room – Front: 40.7                        |                                 |                   |
| Leg Room – Second Row: 36.5                   |                                 |                   |
| Leg Room – Third Row: 32.7                    |                                 |                   |
| Passenger Interior Volume: 163.5              |                                 |                   |
| Seating Capacity – Maximum Seating: 7         |                                 |                   |
| Seating Capacity – Standard Seating: 7        |                                 |                   |
| Shoulder Room – Front: 63.7                   |                                 |                   |
| Shoulder Room – Second Row: 64.1              |                                 |                   |
| Shoulder Room – Third Row: 62.0               |                                 |                   |
| Trunk Lift – Over Height: 24.4                |                                 |                   |

| <b>CAPACITIES/WEIGHTS:</b>                                  | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---|---------------------------------|-------------------|
| Base Curb Weight – Automatic Trans: 4510                    |                                 |                   |
| Capacity/Weights – Fuel Tank Capacity: 20.0                 |                                 |                   |
| Capacity/Weights – Gross Vehicle Weight Rating (GVWR): 6050 |                                 |                   |
| Towing Capacity – Maximum: 3600                             |                                 |                   |
| Weight Distribution – Automatic Trans – Front: 56.0         |                                 |                   |
| Weight Distribution – Automatic Trans – Rear: 44.0          |                                 |                   |

**ADDITIONAL FEATURES:**

| <b>BASICS:</b>                        | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|---------------------------------------|---------------------------------|-------------------|
| Brakes – Front: Disc                  |                                 |                   |
| Brakes – Rear: Disc                   |                                 |                   |
| Driveline Configuration: FWD          |                                 |                   |
| EPA Classification: MINIVAN2          |                                 |                   |
| Maximum Number of Doors: 4            |                                 |                   |
| Steering: Rack & Pinion               |                                 |                   |
| Suspension – Front: Independent       |                                 |                   |
| Suspension – Rear: Twist Beam         |                                 |                   |
| Tires – Aspect Ratio: 65              |                                 |                   |
| Tires – Construction: R               |                                 |                   |
| Tires – Spare Tire Type: Compact      |                                 |                   |
| Tires – Type: P                       |                                 |                   |
| Tires – Wheel Diameter: 17.0          |                                 |                   |
| Tires – Width: 225                    |                                 |                   |
| Tops – Standard Top: HF               |                                 |                   |
| Vehicle Type: Passenger Van           |                                 |                   |
| Mobility                              |                                 |                   |
| Body Operating Width: 34.1            |                                 |                   |
| Open Door Angle: 68                   |                                 |                   |
| Open Door Trim to Body: 28.4          |                                 |                   |
| Seat Cushion Height from Ground: 32.1 |                                 |                   |
| Seat Cushion to Rocker Panel: 10.5    |                                 |                   |
| Step-Out Height: -1”                  |                                 |                   |
| Step-Out Width: 8.5                   |                                 |                   |
| Step-Over Height from Ground: 15.9    |                                 |                   |

| <b>WARRANTY:</b>                     | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
|--------------------------------------|---------------------------------|-------------------|
| Basic – Miles: 36,000                |                                 |                   |
| Basic – Months: 36                   |                                 |                   |
| Powertrain – Miles: 60,000           |                                 |                   |
| Powertrain – Months: 60              |                                 |                   |
| Roadside Assistance – Miles: 100,000 |                                 |                   |
| Roadside Assistance – Months: 60     |                                 |                   |
| Rust-Through – Miles: 100,000        |                                 |                   |
| Rust-Through – Months: 60            |                                 |                   |

| <b>CHRYSLER/DODGE E SERIES CONVERSION (OR EQUIVALENT)</b> |                                 |                   |
|---|---------------------------------|-------------------|
|   | <b>COMPLIANCE<br/>YES OR NO</b> | <b>EXCEPTIONS</b> |
| 11" lowered floor with e-coating                          |                                 |                   |
| Manual wheelchair four-point tie-down system              |                                 |                   |
| Manual in-floor ramp with 800lb. capacity                 |                                 |                   |
| Proprietary VMI-designed suspension                       |                                 |                   |
| Removable passenger seat base                             |                                 |                   |
| Extensive interior sound deadening                        |                                 |                   |

PROPOSAL

TO: Borough of Highland Park

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose to furnish and deliver to the Borough of Highland Park the vehicle listed below:

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

PURCHASE PRICE: \$ \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address

\_\_\_\_\_  
Telephone Number/Fax Number

If bidder is a corporation, the corporate seal must be impressed hereon.

If bidder is a partnership, the names of the partners must be listed with the word "Partnership" immediately following.

**BID DOCUMENT SUBMISSION CHECKLIST**

\_\_\_\_\_  
(Name of Local Contracting Unit)

\_\_\_\_\_  
(Name of Project)

\_\_\_\_\_  
(Project or Bid Number)

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<br>Submission of Bid<br>(Owner's checkmarks) |   | Initial Each Item<br>Submitted With Bid<br>(Bidder's initials) |
|--|---|--|
| X  | Bid Proposal Form   |  |
| X  | Bid Security  |  |
| X  | Consent of Surety   |  |
| X  | Ownership Disclosure Statement, pursuant to <u>N.J.S.A. 52:25-24.2</u>  |  |
|  | Subcontractors List   |  |
| 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  | Non-Collusion Affidavit   |  |
| X  | Bidder Information Sheet  |  |
| X  | Certificate of Experience   |  |
| X  | Equipment Certification   |  |

B. Failure to submit the following documents may be a cause for the bid to be rejected.

| Required With<br>Submission of Bid<br>(Owner's checkmarks) |   | Initial Each Item<br>Submitted With Bid<br>(Bidder's initials) |
|--|---|--|
|  | A Certified Financial Statement prepared within the last twelve months                |  |
|  | Statement of compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber)    |  |
|  | Public Works Contractor Registration Certificate for Bidder and Listed Subcontractors |  |
| X  | Bidder's and Listed Subcontractors' business registration certificates                |  |

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: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

\_\_\_\_\_  
(Name of Local Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., 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.

| Local Unit Reference Number<br>Or Title of Addendum/Revision | How Received<br>(mail, fax,<br>pick-up, etc.) | Date<br>Received |
|--|---|------------------|
|  |   |                  |
|  |   |                  |
|  |   |                  |
|  |   |                  |
|  |   |                  |
|  |   |                  |
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|  |   |                  |
|  |   |                  |
|  |   |                  |

Acknowledgment by Bidder:

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

By Authorized Representative:

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

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

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





[ ] No individual stockholder or partner owns 10% or more of this corporation or partnership.

Date:

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

BOROUGH OF HIGHLAND PARK  
MIDDLESEX COUNTY, NEW JERSEY

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
\_\_\_\_\_ in the County of \_\_\_\_\_  
and 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 of the above  
named project, and that I executed the said Proposal with full authority to do so; that said bidder has not,  
directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any  
action in restraint of free, competitive bidding in connection with the above named project; and that all  
statements contained in said Proposal and in this affidavit are true and correct, and made with full  
knowledge that the Borough of Highland Park 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

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

Subscribed and sworn to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_.

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

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_  
(Name of Bidder) as principal; and

\_\_\_\_\_  
(Name of Surety) as surety, are hereby held and firmly bound unto the Borough of Highland Park, hereinafter referred to as the Owner, in the sum of:

\_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, for the payment of which sum, well 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 conditions of the obligations are such that whereas the principal has submitted to the Owner a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for the \_\_\_\_\_.

NOW THEREFORE,

- (a) if said bid shall be rejected, or in the alternate,
- (b) if said bid shall be accepted and the principal shall execute and deliver a contract and performance bond and labor and material payment bond in the form required in the Contract Documents (all properly completed in accordance with said bid) within 10 days after the owner has notified the principal of the acceptance of his bid, and shall in other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the principal hereunder shall be the amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that its obligations shall in no way be impaired or affected by an extension of the time within which the owner may accept the bid of the principal; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

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

ATTEST:

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

\_\_\_\_\_  
As to Principal (Secretary  
of Corporation)

\_\_\_\_\_  
Printed Name

SEAL

\_\_\_\_\_  
Title

\_\_\_\_\_  
As to Surety

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same)

*All sureties must be listed in the current U.S. Department of the Treasury Circular 570.*

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name of the Contractor)

as Principal, and \_\_\_\_\_  
(Here insert the name of Surety)

\_\_\_\_\_ a corporation organized and existing under the laws of the State

of \_\_\_\_\_ as Surety are held and

firmly bound into the Borough of Highland Park, as Obligee, in the

full and just sum of \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said Obligee or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

Whereas, said Principal has entered into a certain Contract with said Obligee, dated \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the Contract for

which Contract and the Contract Documents for said work shall be deemed a part hereof as fully as if set forth herein.

Now, Therefore, the condition of the Bond shall be such that:

If the Principal shall well, truly and faithfully comply with and perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal and if the Principal shall indemnify completely and shall save harmless the Obligee from any and all costs and damages which the Obligee may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes or additions to the Contract Documents, and/or any alterations, changes or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents and/or any act of forbearance of either

the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the Bond; and the Surety, for value received does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In the event of alternate dispute resolution or litigation, then the surety shall become a party thereto and be bound by the results thereof.

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

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

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

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

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

\_\_\_\_\_  
(Title)

(Power-of-Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement and Surety Disclosure Statement and Certification must be attached.)

LABOR & MATERIAL PAYMENT BOND

*This bond is to be provided simultaneously with Performance Bond in favor of the Owner  
conditioned on the full and faithful performance of the Contract*

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned

\_\_\_\_\_

\_\_\_\_\_  
(Insert the name and address of the Contractor)

as PRINCIPAL, and

\_\_\_\_\_  
(Insert the name of SURETY)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ as SURETY are held and firmly bound unto the Owner, The Borough of Highland Park as OBLIGEE, for the use and benefit of CLAIMANTS HEREINBELOW described in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated \_\_\_\_\_ 200\_\_, (Hereinafter called the CONTRACT) for \_\_\_\_\_

which CONTRACT and the CONTRACT DOCUMENTS for this WORK shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this Bond shall be such that:

If the Principal shall promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed and materials, provisions, provender, or other supplies, fuels, oils, implements or machinery furnished, used or consumed or reasonably required 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 of all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The 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 therefor shall in any way affect the obligation of said SURETY on its bond.

This Bond is given in compliance with the requirements of N.J.S.A. 2A:44-143 et seq., to the extent applicable.

The foregoing obligation, however, is limited by the following conditions:

1. Any person who may be a beneficiary of this payment bond, and who does not have a direct contract with the Contractor furnishing the bond shall, prior to commencing any work, provide written notice to the Contractor by certified mail or otherwise, provided that he shall have proof of delivery of same, that said person is a beneficiary of the bond. If a beneficiary fails to provide the required written notice, the beneficiary shall only have rights to the benefits available hereunder from the date the notice is provided.
2. Any beneficiary under this bond to whom money shall be due on account of having performed any labor or furnished any materials, provisions, provender or other supplies, or teams, fuels, oils, implements or machinery in, upon, for or about the construction, erection, alteration or repair of any public building or other public work or improvement, shall, at any time before the expiration of one year from the last date upon which such beneficiary shall have performed actual work or delivered materials to the project, in the case of a material supplier, furnish the surety a statement of the amount due to such beneficiary.
3. No action shall be brought against the surety until the expiration of ninety (90) days after provision to the surety and the Contractor of the statement of the amount due to the beneficiary, but in no event later than one year from the last date upon which such beneficiary shall have performed actual work or delivered materials to the project.

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

ATTEST:

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Surety)

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

\_\_\_\_\_  
(Title)

(Power of Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement and Surety Disclosure Statement and Certification must be attached.)



BOROUGH OF HIGHLAND PARK

CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN

PURSUANT TO P.L. 2012, c.25

(To accompany Bid Proposal)

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

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

I am authorized to execute this certification on behalf of the bidder/vendor submitting this proposal.

Pursuant to N.J.S.A. 40A:11-2.1, the undersigned hereby certifies, under the penalty of perjury, that neither the undersigned, nor any of its subsidiaries, parent companies or affiliates, as defined by N.J.S.A. 52:32-56e., is identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-57b., as a person or entity engaging in investment activities in Iran as described in N.J.S.A. 52:32-56f. I understand that the list is maintained by the Department of the Treasury, and currently available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

In the event the undersigned is unable to make the above certification because one of its subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified in N.J.S.A. 52:32-56f., the undersigned shall provide to this municipality, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

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

Subscribed and sworn to

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

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

**AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the Borough of Highland Park, County of Middlesex, State of New Jersey ("Owner"), and

\_\_\_\_\_  
\_\_\_\_\_  
a (corporation organized or existing under the laws of the State of \_\_\_\_\_  
or a partnership; or an individual) having its/their/his/her principal office at \_\_\_\_\_  
\_\_\_\_\_ ("Contractor").

In connection with the Contractor's bid proposal dated \_\_\_\_\_ and the Owner's Notice of Award of same dated \_\_\_\_\_, the Owner and the Contractor hereby agree as follows:

1. Scope of Work.

The Contractor hereby agrees to furnish the work specified in the Contract Documents, in accordance with the terms of Contractor's bid proposal.

2. Time of Completion.

- A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the Owner or as otherwise set forth in the Contract Documents.
- B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed or otherwise as set forth in the Contract Documents, including any extension granted thereto as determined by the Owner, shall entitle the Owner to liquidated damages as set forth in the Contract Documents.
- C. It is also agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Owner arising out of or by reason of performance or non-performance of the Contractor's obligations under this Contract.

3. Contract Sum.

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is not to exceed \_\_\_\_\_.

4. Indemnification Agreement.

The Contractor agrees that it will satisfy all requirements set forth in the indemnification clause set forth in the Information to Bidders and General Conditions and comply with all additional requirements set forth therein.

5. Payment to Contractor.

In consideration of the Contractor's agreements set forth herein, the Owner hereby agrees to pay the Contractor for the work, when completed in accordance with the specifications at the unit prices and/or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents.

The Contract Documents, as defined in Part I of the Information to Bidders and General Conditions, are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations.

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the Information to Bidders and General Conditions, which requirements are incorporated herein and made a part hereof by reference.

8. Assignment.

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement without the prior written consent of the Owner.

9. Partial Invalidity.

If any portion of this Agreement or of the Contract Documents is held to be illegal, invalid or unenforceable, then the remainder of this Agreement and Contract Documents shall remain in effect as written.

**IN WITNESS WHEREOF,** the Owner has caused this instrument to be signed by its Mayor, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a Resolution of the Owner passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

BOROUGH OF HIGHLAND PARK:

\_\_\_\_\_  
BOROUGH CLERK

\_\_\_\_\_  
MAYOR

WITNESS:

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_