



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
Phone: 908-204-3001; Fax: 908-204-3015; Website: www.bernards.org

Resolution #2013-0196

Award of Bid, for 2013-2016 Tree Removal/Tree Trimming Services to
High Tech Landscapes, Inc., 10 Culnen Drive, Branchburg, NJ 08876
In the Amount Not to Exceed \$ 40,000

WHEREAS, The Township received bids on Wednesday, March 20, 2013 at 10:30 A.M. for 2013-2016 Tree Removal/Tree Trimming Services. The Bid Summary follows:

CREW, EQUIPMENT AND TOOLS

VENDOR	Andy Matt, Inc. Wharton	Rich Tree Service, Inc. S. Plainfield	High Tech Landscapes, Inc. Branchburg	Tuff Greens Rockaway	Sunshine Tree & Landscape Stewartsville
HOURLY RATE	169	200	180	220	237.50
HALF DAY RATE	749	800	810	1200	950
DAILY RATE	1352	1600	1440	1750	1900
HOURLY EMERGENCY RATE	199	300	240	285	265
HALF DAY EMERGENCY RATE	869	1000	1080	900	1060
DAILY EMERGENCY RATE	1592	2000	1920	2200	2120

100 FOOT CRANE (10 TON MINIMUM) WITH OPERATOR

HOURLY RATE	120	400	192	300	140
HALF DAY RATE	550	700	864	1089	520
DAILY RATE	960	1100	1536	1303	1040
HOURLY EMERGENCY RATE	160	600	230	350	150
HALF DAY EMERGENCY RATE	680	1200	1035	1089	600
DAILY EMERGENCY RATE	1420	2000	1840	1303	1200

STUMP GRINDING SERVICES

GRINDING OF STUMP (PER DIAMETER INCH)	4.89	4.00	6	10	4.00
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DISPOSAL COSTS

DISPOSAL OF WOOD (ON A NEEDED BASIS, PER CUBIC YARD)	35	9	20	30	3
DISPOSAL OF WOOD CHIPS (ON A NEEDED BASIS, PER CUBIC YARD)	25	4	16	15	0

WHEREAS, the bid submitted by Andy Matt, Inc., was unresponsive based upon deficiencies to the bid specifications. Bid specifications requested a check or cashier check in the amount of \$ 500.00 in lieu of Bid Bond. Bidder submitted a bid bond in the incorrect language format contrary to the Local Public Contract Law N.J.S.A. 40A11-1 et seq. As no addenda were issued, the "Acknowledgement of Receipt of Addenda" document requires the bidder to write the word "None" and request for NJ State Certified Tree license was substituted with an "International Society of Arboriculture "Certified Arborist" certificate; and

WHEREAS, it is the combined recommendation of the Director of Public Works, Administrator and Purchasing Agent to award a contract to High Tech Landscapes, Inc., 10 Culnen Drive, Branchburg, NJ 08876 in the amount not to exceed \$40,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the 2013 budget; the line item appropriation to be charged is 3-01-26-290-234 (\$40,000), 4-01-26-290-234 (\$40,000) and 5-01-26-290-234 (\$40,000) and 6-01-26-290-234 (\$40,000) (pending Township Committee budget approval); and

WHEREAS, this contract has been awarded to High Tech Landscapes, Inc. through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq."; and

WHEREAS, as provided by Local Public Contract Law 40A:11-15, this contract is for one (1) year with an option for renewal for two (2) additional one year (1) year periods providing that funds are appropriated in the respective operating budgets for the expenditure and performance is satisfactory.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that in accordance with the bid specifications, the contract between Bernards Township ("Owner") and High Tech Landscapes, ("Contractor") shall contain:

1. The Contractor shall commence the work not later than 10 calendar days after the owner has given the Notice to Proceed Date to the Contractor in writing.
2. This contract shall, for all-purpose be deemed a New Jersey Contract and any provision of this contract shall be governed and interpreted with the Laws of the State of New Jersey.
3. Any modification to this contract shall be in writing and signed by both parties and upon obtaining said signatures shall immediately become part of the contract.
4. The cost of this contract is for a not to exceed the total bid amount as specified unless negotiated in advance of service delivery, and the Township Committee approves an amendment revising that figure.
5. Billing must be rendered within 30 days of service delivery.
6. As required by law, the parties to this contract agree to incorporate into this contract the mandatory affirmative action language promulgated by the Treasurer pursuant to P.L. 1975, c.127, which is attached to resolution as Exhibit A.
7. The Township may terminate this contract if contractor does not full its obligations as set forth in the Bid Specification, upon thirty days written notice via certified mail.
8. The work contemplated under the Contract shall begin April 23, 2013 through April 22, 2014.
9. To the extent the terms of the resolution are inconsistent with the contract, the terms of the contract shall govern.

NOW THEREFORE BE IT FURTHER RESOLVED, by the Township Committee of the Township of Bernards, Somerset County, New Jersey that the Purchasing Agent is hereby authorized to issue a contract and purchase order to: High Tech Landscapes, Inc., 10 Culnen Drive, Branchburg, NJ 08876.

I agree to the terms as stated in this Resolution and by signing this document, I am committed to follow all terms of this award.

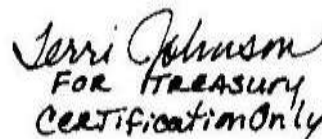
Paul Cernuto, President

Agenda and Date Voted: April 23, 2013

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Terri Johnson, Chief Financial Officer of the Township of Bernards, hereby certify that adequate funds are available for the above referenced contract for Tree Removal/Tree Trimming Services. Monies are available in: 3-01-26-290-234 (\$40,000), 4-01-26-290-234 (\$40,000) and 5-01-26-290-234 (\$40,000) and 6-01-26-290-234 (\$40,000) (pending Township Committee budget approval)

Date: 4/12/13



Terri Johnson
FOR TREASURY
CERTIFICATION ONLY

Terri Johnson
Chief Financial Officer

Explanatory Statement:

Five vendors submitted bids for the Tree Removal/Tree Trimming Services contract. Andy Matt, Inc. was disqualified for improper bid documentation. After analyzing bid results to services most often used in the previous tree contract, High Tech Landscapes, Inc. was the lowest bidder in the Crew, Equipment and Tools category for hourly rate, daily rate and daily emergency rate which is the bulk of the tree services utilized from an outside tree contractor. It is my recommendation that a contract be awarded to High Tech Landscapes, Inc. They were the lowest responsible bidder that meets all of our specifications.

Date: 4/8/13

Pat Monaco
Director of Public Works

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.



*Francis J. Decibus
For Purchasing Lit.*

Date: April 11, 2013

Francis J. Decibus, QPA, Purchasing Agent

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 04/23/2013.

Denise Szabo, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
Phone: 908-204-3001; Fax: 908-204-3015; Website: www.bernards.org

Resolution #2014-0155

Award of Bid Renewal 2013-2016 Tree Removal/Tree Trimming Services
Awarded to High Tech Landscapes, Inc., 10 Culnen Drive, Branchburg, NJ 08876

WHEREAS, the Township of Bernards received bids on Wednesday, March 20, 2013 at 10:30 A.M. for 2013-2016 Tree Removal/Tree Trimming Services; and

WHEREAS, High Tech Landscapes, Inc., has satisfactorily performed such services in 2013; and

WHEREAS, this is the second year of a three year contract; and

WHEREAS, it is a combined recommendation of the Director of Public Works, Township Administrator and Purchasing Agent that a renewal for the second year of the initial bid be awarded to High Tech Landscapes, Inc., 10 Culnen Drive, Branchburg, NJ 08876.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Bernards, Somerset County, New Jersey that the Purchasing Agent is hereby authorized to issue a purchase order to High Tech Landscapes, Inc., 10 Culnen Drive, Branchburg, NJ 08876.

I agree to the terms as stated in this Resolution and by signing this document, I am committed to follow all terms of this award.

Paul Cernuto, President

Agenda and Date Voted: March 25, 2014

Explanative Statement:

It is my recommendation to renew our contract with High Tech Landscapes, Inc. as they were the lowest responsible bidder of a multiyear contract awarded in 2013. Renewal would allow tree removal/tree trimming services to be provided for March 2014 to March 2015.

Date: 3/11/14

Pat Monaco, Director of Public Works

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.

Date: March 11, 2014

Francis J. Decibus, QPA
Purchasing Agent

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 03/25/2014.

Rhonda Pisano, Deputy Municipal Clerk



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**CONTRACT #C2013-0196-1
 FOR BID AWARD CONTRACT
 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made this 23rd day of April by and between:

The **TOWNSHIP OF BERNARDS**, in the County of Somerset, a municipal corporation of the State of New Jersey, hereinafter designated as “Contracting Unit or Owner,” and

HIGH TECH LANDSCAPES, INC., having its principal place of business at 10 Culnen Drive, Branchburg, NJ 08876, hereinafter designated as the “Contractor.”

THE PROJECT is the entire work to be performed under the Contract for the: **Tree Removal/Tree Trimming Services** including:

<u>Crew, Equipment, and Tools</u>	
Hourly Rate	\$170.00
Hourly Emergency Rate	\$230.00
Half Day Rate	\$720.00
Half Day Emergency Rate	\$920.00
Daily Rate	\$1,360.00
Daily Emergency Rate	\$1,848.00
<u>100' Crane (10 ton minimum) w/operator</u>	
Hourly Rate	\$130.00
Hourly Emergency Rate	\$165.00
Half Day Rate	\$520.00
Half Day Emergency Rate	\$680.00
Daily Rate	\$1,195.00
Daily Emergency Rate	\$1,510.00
<u>Stump Grinding Services</u>	
Grinding of Stump (per diameter inch)	\$2.95
<u>Disposal Costs</u>	
Disposal of Wood (On a needed basis, per cu. yd.)	\$18.00
Disposal of Wood Chips (On a needed basis, per cu. yd.)	\$9.00
<u>New Jersey Certified Tree Expert</u>	Yes

The Owner shall pay the Contractor in current funds for Contractor’s performance of the contract the Contract Sum of forty thousand (\$40,000.00) subject to additions and deductions as provided in the Contract Documents.

NOTE: This contract is for one (1) year with an option for renewal for two (2) additional one year (1) year periods providing performance is satisfactory and that funds are appropriated in the annual budget.



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WITNESSETH:

That the parties to these present, Owner and Contractor, for themselves and for their successors and assigns, each in the consideration for the undertaking, premises, and agreements on the part of the other herein contained, do convent, undertake, promise, and agree as set forth below.

Article I - Scope of Work - The Contract Documents

The owner agrees to provide those services and to perform that work specifically detailed in the accompanying Proposal, all in accordance with the Contract Documents. The Instruction to Bidders, General Conditions, Supplementary General Conditions, and the Special Conditions of the Contract, Technical Specifications and all documents referenced therein are made part hereof and are specifically incorporated herein by reference (the "Contract Documents"). The Contract Documents are expressly defined in Article X. The Contract Documents represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be responsibility of others.

Article II - Date of Commencement And Substantial Completion N/A

Article III – Business Registration Certificate

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

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

Article IV – Affirmative Action

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age,



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race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;



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- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of



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(B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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 & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Article V- Time Is of the Essence - N/A

Article VI - Progress Payments

Based upon Applications for Payments submitted to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Pursuant to P.L. 199, Chapter 133 (C.2A:30A-1), payment of construction contracts to prime contractors requires approval by the Township Committee of Bernards Township once submitted and reviewed for compliance and certification by the responsible department(s). Once approval and certification are obtained by the prime contractor through the Township, said contractor is entitled to payment not more than 30 calendar days after the periodic billing date specified in the contract, **except that a contractor will not be paid by Bernards Township within that 30 day period if the Bernards Township Committee is required to vote approval of each periodic payment, final payment or retainage monies, in which instance, the amount due and approved may be paid during the Township Committee's subsequent payment cycle.** Billing is deemed approved and certified 20 days after the Township has received it unless the Township provides, before the end of the 20-day period, a written statement of the amount withheld and its reasons for withholding payment.

Any contractor not paid may, after providing seven calendar days' written notice to the Township, suspend performance of a construction contract without penalty for breach of contract but only: (1) until payment is made, if the contractor is not paid; (2) if the contractor is not provided a written statement of the amount withheld; and (3) the Township is not engaged in a good faith effort to resolve the reason for withholding. If this contract involves the improvement of structures, any disputes regarding whether a party has failed to make payments pursuant to this section may be submitted by Bernards Township to a process of alternative dispute resolution in a forum selected by Bernards Township, or, in the alternative, Bernards Township may elect to submit to the court for adjudication. Alternative dispute resolution does not apply to disputes concerning bid solicitation or award process or to the formation of contracts or subcontracts.

The rights and remedies provided within this section for contractors shall be in addition to other remedies provided pursuant to any other provision of State law. No provision of this section shall be construed as restricting any State or federal law rights or remedies to an owner who is a resident homeowner or purchaser with respect to real property being improved.

The relevant interest rates that are applicable if Bernards Township is delinquent in payment shall not apply to any transportation projects as defined in section 3 of P.L. 1984, c.73 (C.27:1B-3), if the project receives federal funding and Bernards Township has been notified by the federal government that it will be classified as a high risk grantee pursuant to 49 C.F.R. 18.13.



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Payment approval by the Bernards Township Committee will be made at the 2nd and 4th Tuesday of each month. Scheduled dates in 2012 for payment approval are as follows: January 15, 2013, January 29, 2013, February 12, 2013, February 26, 2013, March 12, 2013, April 9, 2013, April 23, 2013, May 14, 2013, May 28, 2013, June 11, 2013, June 25, 2013, July 9, 2013, July 23, 2013, August 13, 2013, August 27, 2013, September 10, 2013, September 24, 2013, October 15, 2013, October 29, 2013, November 12, 2013, November 26, 2013, December 10, 2013 and December 26, 2013.

Article VII – Indemnification

The Contractor agrees to indemnify, defend, and save the Owner and all of its officers, agents and employees harmless from liability and legal defense costs which may arise out of its suits, actions and claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property, or from the said Contractor, or by or in consequence of any neglect or omission on the part of the Contractor or his or its agent or employees. The various lump sum prices of the Base Bid and the Various Alternate Bids and Contract sum quoted includes all labor, material, and equipment, the payment of all claims and obligations and whatever else is necessary to complete the Contract to the satisfaction of the Township.

Article VIII – Performance and Payment Bonds

Contractor shall furnish Owner with the required Performance and Payment Bonds in the form of AIA Documents A312 and as furnished in the bid specifications. Owner will accept no substitutions.

Article IV- Termination of Contract

The Owner as provided herein may terminate the Contract.

The Owner may terminate the Contract if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of a material breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, five (5) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Take possession of this site and all materials, equipment, tools and construction equipment and machinery thereon owned by the contractor;
2. Accept assignment of subcontractors;
3. Finish the Work by whatever reasonable method the Owner may deem expedient.

When the Owner terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the work is finished and any dispute fully adjudicated.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.



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Article X- Enumeration of the Contract Documents

The Contract Documents, except for Modification issued after execution of this Agreement, are as follows:

Document	Date	Pages
Specifications Volume and Project Index	03/06/2013	38
Bid Drawings, Sheets 1-4		
Notice to Bidders		
Resolution		
Addendum #1		
Addendum #2		
Addendum #3		
Contractor's Bidding Documents		
Performance Bonds (when issued)		
Insurance Certificates (when issued)		
Change Orders (when issued)		
Supplementary Drawings (when issued)		
Field Memos (when issued)		

The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledges that he has examined them and is familiar with the contents of the said Contract Documents. To the extent of inconsistency between the Contract Documents and this Agreement herein, this Agreement shall govern.

ARTICLE XI. INSURANCE

- (A) The Contractor shall purchase and maintain Professional Liability Insurance, which shall be written for a limit of liability of not less than \$1,000,000.00 per claim with a maximum deductible of \$100,000.00.
- (B) The Contractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from its operations under this Agreement whether such operations be by the Consultant or by any subconsultant or by anyone directly or indirectly employed by the Consultant or by anyone for whose acts the Consultant may be liable:
- (1) Claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed in amounts as required by State statute;
 - (2) Claims for damages because of bodily injury, or death of any person other than its employees; and
- (C) The Contractor's Comprehensive General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

<u>Comprehensive General Liability</u>		
Bodily Injury , Personal Injury and Property Damage Liability for limits of not less than:	\$ 2,000,000.00	General Aggregate
	\$1,000,000.00	Each Occurrence
	\$1,000,000.00	Products/Completed Operations Aggregate
<u>Comprehensive Automobile Liability</u>		
Combined Single Limit	\$ 1,000,000.00	Each Occurrence



TOWNSHIP OF BERNARDS

1 Collyer Lane, Basking Ridge, NJ 07920; www.bernards.org

Purchasing Agent

908-204-3065; Fax 908-766-5762; E-mail fdecibus@bernards.org

- (D) Commercial General Liability and /or Automobile Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (E) The Workers Compensation insurance shall be written for State of New Jersey Statutory benefits and Employer's Liability.
- (F) Indemnification. The Contractor shall hold harmless, indemnify and defend the Contracting Unit and their respective officers, employees and representatives from any and all claims, losses or damages to person or property arising from, or alleged to arise from the negligent acts, errors or omissions of the Contractor, its representatives, agents or subcontractors.

Article XII- Pay to Play Language

"Contractor shall comply with New Jersey's Pay-to-Play statute, N.J.S.A. 19:44A-20.4, et seq., and any ordinances adopted by the Township thereunder. In this regard, the Contractor agrees to submit all disclosure documentation required by the Township in compliance with said Pay-to-Play statute and any ordinances adopted by the Township thereunder.

This contract has been awarded to Contractor through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. Accordingly, no disclosure documentation is required."

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed this 23rd day of April, 2013.

ATTEST:

BERNARDS TOWNSHIP, SOMERSET COUNTY, NJ

Denise Szabo, Municipal Clerk,

Carolyn Gaziano, Mayor

ATTEST:

Paul Cernuto, President