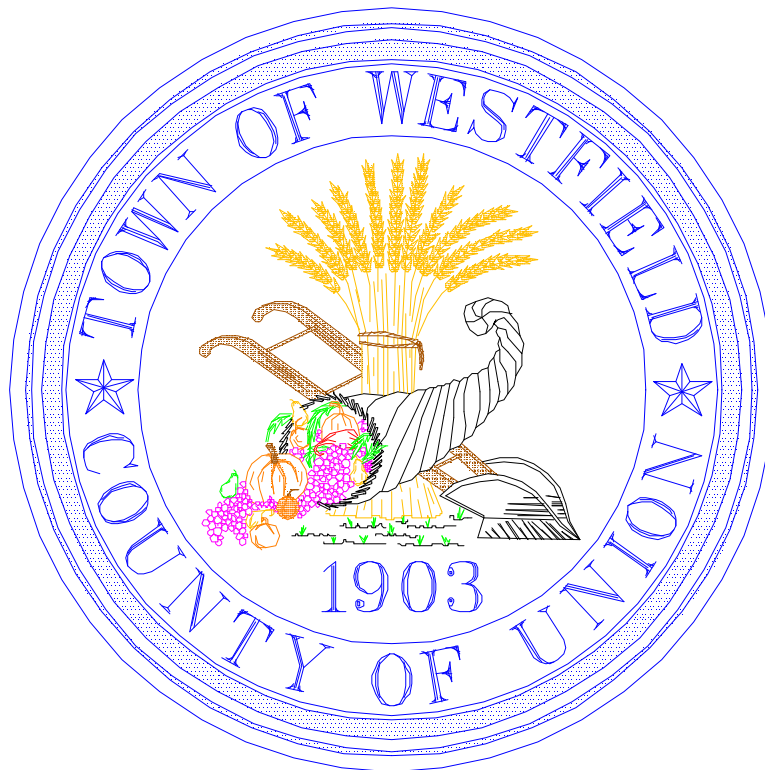


# **SPECIFICATIONS**

**FOR**

**2019 CURBSIDE COLLECTION  
OF RECYCLABLE MATERIAL  
WESTFIELD, NEW JERSEY**



**PREPARED BY THE DEPARTMENT OF PUBLIC WORKS  
KRIS McALOON, TOWN ENGINEER**

**TOWN OF WESTFIELD**

**INDEX TO SPECIFICATIONS**

- A. INVITATION TO BID**
- B. RECEIPT OF ADDENDUM**
- C. INSTRUCTIONS TO BIDDERS**
- D. BID DOCUMENT CHECKLIST**
- E. PROPOSAL**
- F. EXHIBITS**
- G. GENERAL CONDITIONS**
- H. SPECIAL CONDITIONS**
- I. TECHNICAL SPECIFICATIONS**

**SECTION 'A'**  
**INVITATION TO BID**

## **INVITATION TO BID**

SEALED PROPOSALS WILL BE RECEIVED BY THE TOWN CLERK OF THE TOWN OF WESTFIELD, NEW JERSEY, ON WEDNESDAY, OCTOBER 24, 2018 AT 10:00 A.M. PREVAILING TIME AT THE MUNICIPAL BUILDING, 425 EAST BROAD STREET, WESTFIELD, NEW JERSEY FOR THE:

### **"2019 CURBSIDE COLLECTION AND MARKETING OF RECYCLABLE MATERIAL IN THE TOWN OF WESTFIELD, NEW JERSEY".**

PROPOSALS SHALL BE IN WRITING ON THE FORMS FURNISHED AND MUST BE DELIVERED AT THE PLACE AND BEFORE THE HOUR ABOVE MENTIONED, AND MUST BE ACCOMPANIED BY A CERTIFIED CHECK OR BID BOND PAYABLE TO THE TOWN OF WESTFIELD IN AN AMOUNT EQUAL TO AT LEAST TEN PERCENT (10%) OF THE BASE AMOUNT OF THE BID, BUT NOT LESS THAN \$500.00 NOR MORE THAN \$20,000.00. (N.J.S.A. 40A:11-21) EACH BID MUST ALSO BE ACCOMPANIED BY A SURETY COMPANY CERTIFICATE STATING THAT SAID SURETY COMPANY WILL PROVIDE THE BIDDER WITH THE REQUIRED PERFORMANCE BOND IN THE FULL AMOUNT OF THE CONTRACT (N.J.S.A. 40A:11-22), BY A NON-COLLUSION AFFIDAVIT AND A CONTRACTOR'S QUALIFICATION STATEMENT, STATEMENT OF OWNERSHIP, ON THE FORMS INCLUDED IN AND EXPLAINED IN THE CONTRACT DOCUMENTS.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 AND MUST PAY WORKMEN THE PREVAILING WAGE RATES PROMULGATED BY THE NEW JERSEY STATE DEPARTMENT OF LABOR AND INDUSTRY FOR THIS PROJECT, COPIES OF WHICH ARE ON FILE IN THE OFFICE OF THE TOWN ENGINEER.

**ALL BIDDERS MUST SUBMIT WITH THEIR BID A COPY OF THEIR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE. FAILURE TO SUBMIT PROOF OF REGISTRATION WILL DISQUALIFY THE BID.**

SPECIFICATIONS MAY BE SEEN OR OBTAINED AT THE OFFICE OF THE TOWN ENGINEER, PUBLIC WORKS CENTER, 959 NORTH AVENUE, WEST, WESTFIELD, NEW JERSEY.

THE MAYOR AND COUNCIL RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITY, IF IN THE INTEREST OF THE TOWN, IT IS DEEMED ADVISABLE TO DO SO.

KRIS J. McALOON  
TOWN ENGINEER

**SECTION "B"**  
**RECEIPT OF ADDENDUM**

**TOWN OF WESTFIELD**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**  
(N.J.S.A. 40A:11-23.1a)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**SECTION “C”  
INSTRUCTIONS TO BIDDERS**

## Instructions To Bidders And Statutory Requirements

### **I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and location as stated in the Invitation to Bid, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.



## II. BID SECURITY AND BONDING REQUIREMENTS

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

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

**Failure to submit a bid guarantee shall result in rejection of the bid.**

B. CONSENT OF SURETY

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

**Failure to submit a consent of surety form shall result in rejection of the bid.**

C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

**Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.**

D. LABOR AND MATERIAL (PAYMENT) BOND

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

**Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.**

## E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 10% of the project costs guaranteeing against defective quality of work or materials for the period of 1-year.

### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

#### D. Discrepancies in Bids

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

#### E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on \_\_\_\_\_.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### V. INSURANCE AND INDEMNIFICATION

**The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.**

##### A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$300,000 any one person and \$1,000,000 any one accident for bodily injury and \$500,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$300,000 any one person and \$1,000,000 any one accident for bodily injury and \$100,000 each accident for property damage, shall be maintained in full force during the life of the contract.



4. Other Forms Of Insurance Required

---

---

---

**B. CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

**C. INDEMNIFICATION**

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

**VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## **VII. STATUTORY AND OTHER REQUIREMENTS**

**The following are mandatory requirements of this bid and contract.**

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

#### **1. Goods and Services (including professional services) Contracts**

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

#### **2. Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **C. STOCKHOLDER DISCLOSURE**

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

## D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting 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) 292-1730.

**If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.**

## E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

## F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html.](http://www.state.nj.us/labor/lssse/lspubcon.html)

## G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a “contractor” is “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines “public works projects” as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- **“Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.”**
- **“Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...”**
- **“Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.**

**To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).**

**N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.**

## H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

## I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining 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).

## VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

#### **IX. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

#### **X. TERMINATION OF CONTRACT**

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

#### **F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.



G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

## **XI. PAYMENT**

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner's policy and procedures.

**SECTION “D”  
BID DOCUMENT CHECKLIST**

## TOWN OF WESTFIELD

### BID DOCUMENT CHECKLIST\*

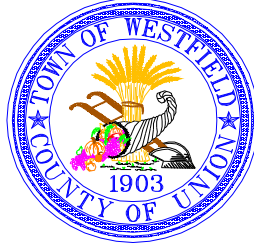
(N.J.S.A. 40A:11-23.1b)

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	

\*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

# **SECTION ‘E’ PROPOSAL**

**TOWN OF WESTFIELD**



**PROPOSAL FORM**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ by and between

\_\_\_\_\_  
(Name of Corporation)

A Corporation organized and existing under laws of the State of \_\_\_\_\_

(a Partnership consisting of \_\_\_\_\_)

hereinafter called the "Contractor" and the Town of Westfield, hereinafter called the

"Town" or "Owner" for the consideration herein mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK**

The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and perform and complete all work required under all appropriate sections of the Contract for the assignment responsibilities in connection with the 2019 CURBSIDE COLLECTION AND MARKETING OF RECYCLABLE MATERIALS FROM THE TOWN OF WESTFIELD, NEW JERSEY as in strict accordance with the Contract Documents, including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and numbered \_\_\_\_\_, dated \_\_\_\_\_, all as prepared by the Town Engineer and in these Contract Documents referred to as "Engineer".

**ARTICLE 2. BID GUARANTY**

Surety in the sum of 10% of the Contractor's base bid in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ is submitted herewith in the form of  
(write out the amount)

\_\_\_\_\_ in accordance with "Instructions to  
(designate Bid Bond or Certified Check)

Bidders," Section B, in the Contract Documents.

**ARTICLE 3 – NON-COLLUSIVE AGREEMENT** - Attached hereto is an affidavit in proof that the undersigned has not entered into a Collusive Agreement with any other person in respect to this bid, or any other bid, and the submitting of bids for the Contract for which this bid is submitted (See Section D, Exhibit E-1 of the Contract Documents).

**ARTICLE 4 - STATEMENT OF BIDDERS QUALIFICATIONS AND STATEMENT OF OWNERSHIP**

The Bidder must submit a financial and experience statement and a Statement of Ownership with this Proposal, as required in Section D-E4, and Exhibit E-17 of the Contract Documents.

**ARTICLE 5 - THE CONTRACT PRICE** – The prices below shall include all labor, material and equipment necessary to collect recyclable materials from the Town of Westfield in accordance with the schedule listed below.

**BASE BID**

**FOUR-DAY COLLECTION, EVERY OTHER WEEK, BY WARD, BEGINNING FIRST WEEK OF JANUARY**

1) MONDAY-TUESDAY-WEDNESDAY-THURSDAY

- |   |  |
|---|--|
| a) ONE (1) YEAR WITH OPTION<br>TO EXTEND ONE (1) YEAR | TOTAL PRICE \$ _____<br>_____<br>(Write Total) |
| b) THREE (3) YEARS                                    | TOTAL PRICE \$ _____<br>_____<br>(Write Total) |
| c) FIVE (5) YEARS                                     | TOTAL PRICE \$ _____<br>_____<br>(Write Total) |

**ALTERNATE I**

**TWO-DAY COLLECTION, EVERY OTHER WEEK (EXCLUDES FRIDAYS)**

1) NORTH SIDE (WARDS 1 AND 2) / SOUTH SIDE (WARDS 3 AND 4)

- |   |  |
|---|--|
| a) ONE (1) YEAR WITH OPTION<br>TO EXTEND ONE (1) YEAR | TOTAL PRICE \$ _____<br>_____<br>(Write Total) |
| b) THREE (3) YEARS                                    | TOTAL PRICE \$ _____<br>_____<br>(Write Total) |
| c) FIVE (5) YEARS                                     | TOTAL PRICE \$ _____<br>_____<br>(Write Total) |

**ALTERNATE II**

**TEN-DAY COLLECTION, BY LEAF ZONE, BEGINNING FIRST WEEK OF JANUARY**

- 1) MONDAY-FRIDAY (ZONES 1 THRU 5) – Week 1  
MONDAY-FRIDAY (ZONES 6 THRU 10) – Week 2

a) ONE (1) YEAR WITH OPTION TO EXTEND ONE (1) YEAR	TOTAL PRICE \$ _____ _____ (Write Total)
---	--

b) THREE (3) YEARS	TOTAL PRICE \$ _____ _____ (Write Total)
--------------------	--

c) FIVE (5) YEARS	TOTAL PRICE \$ _____ _____ (Write Total)
-------------------	--

**ALTERNATE III**

**SUPPLY OF 96-GALLON, WHEELED ROLL-OUT CONTAINER WITH ATTACHED LID, "TOWN OF WESTFIELD" CUSTOM IMPRINT**

APPROXIMATELY 10,000 UNITS	UNIT PRICE/CONTAINER \$ _____
----------------------------	-------------------------------

**MONTHLY PAYMENTS**

Payments to the Contractor shall be in equal monthly amounts based upon the total cost divided by the total number of months in the contract term. Payment shall be made only after service has been completed for the prior month.

**HOLIDAYS**

When a collection day falls on a holiday, then the collection will occur on another day mutually acceptable to the Town and Contractor. This policy shall apply to New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**CONTRACT TERM**

The contract term shall begin on January 2, 2019 and the duration shall be based on the Alternative Bid selected by the Town.

**ARTICLE 6 – CONTRACT** The executed Contract Documents shall consist of the following:

- |                           |                             |
|---------------------------|-----------------------------|
| a. This Bid Form          | e. Exhibits                 |
| b. Addenda                | f. Special Conditions       |
| c. Invitation for Bids    | g. Technical Specifications |
| d. Instruction to Bidders | h. Plan                     |
| i. General Conditions     |                             |

This BID FORM, together with other documents enumerated in this ARTICLE 6 shall be considered as a part of the Contract between the parties hereto.

In the event that any provision in any component part of the Contract conflicts with any provision of any other component part, the provision of the part first enumerated in the ARTICLE 6 shall govern, except as otherwise specifically stated.

Witness:

Name of Contractor and Corporate Seal

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

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

**APPROVED AS TO CONTENT**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Engineer

\_\_\_\_\_  
Town Attorney

FOR THE TOWN OF WESTFIELD

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk



**CORPORATE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_, of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its Corporate powers.

\_\_\_\_\_  
Corporate Seal

**SECTION ‘F’  
EXHIBITS**

**TOWN OF WESTFIELD**

**EXHIBITS INDEX**

<u>Item</u>		<u>Page No.</u>
1.	Non-Collusion Affidavit	F-1
2.	Bid Bond	F-2
3.	Consent of Surety	F-3
4.	Contractor's Qualification Statement	F-8
5.	Performance Bond	F-9,10
6.	Labor and Material Payment	F-11,13
7.	Certificates of Insurance	F-14,15
8.	Prevailing Wage Rate Affidavit	F-16
9.	Release	F-17
10.	Stockholder Disclosure Certification	F-18
11.	New Jersey Business Registration Requirements	F-19

(F-1)  
**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is, \_\_\_\_\_, of the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the

\_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

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

Subscribed and sworn to before me

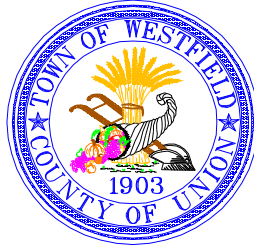
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Title

My commission expires \_\_\_\_\_

**TOWN OF WESTFIELD**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

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

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

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

(Witness)\_\_\_\_\_

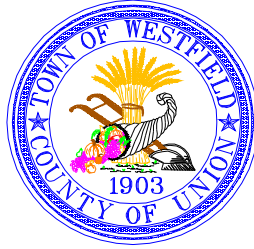
(Title)\_\_\_\_\_

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

(Witness)\_\_\_\_\_

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

**TOWN OF WESTFIELD**



**CONSENT OF SURETY**

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and bound as surety and guarantor for labor and material payment in an amount equal to 100% of the contract price, and will execute them as party of the third part thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20

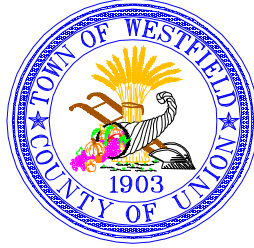
(A corporate acknowledgment and statement of authority to be here attached by the surety company).

By \_\_\_\_\_

Surety Company  
Attorney-In-Fact

Attest: \_\_\_\_\_

**TOWN OF WESTFIELD**



**Contractor's Qualification Statement**

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO:

Corporation\_\_\_\_  
Partnership\_\_\_\_  
Individual\_\_\_\_  
Joint Venture\_\_\_\_  
Other\_\_\_\_

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

*(Note: Attach Separate Sheets As Required)*

- 1.0 How many years has your organization been in business as a general contractor?
- 2.0 How many years has your organization been in business under its present business name?
- 3.0 If a corporation answer the following:
  - 3.1 Date of incorporation:
  - 3.2 State of incorporation:
  - 3.3 President's name:
  - 3.4 Vice-president's name(s):
  - 3.5 Secy.'s or Clerk's name:
  - 3.6 Treasurer's name:

4.0 If Individual or partnerships answer the following:

4.1 Date of organization:

4.2 Name and address of all partners. (State whether general or limited partnership):

5.0 If other than corporation or partnership, describe organization and name principals:

6.0 We normally perform \_\_\_\_\_ % of the work with our own forces. List trades below:

7.0 Have you ever failed to complete any work awarded to you? If so, note when, where, and why:



8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, state circumstances:

9.0 List name of project, owner, architect, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date:

10.0 List the name of project, owner, architect, contract amount, date of completion percent of work with own forces of the major projects your organization has completed in the past five years.

11.0 List the construction experience of the principal individuals of your organization:

12.0 List states and categories in which your organization is legally qualified to do business:

13.0 Trade References:

14.0 Bank References:

15.0 Name of Bonding Company and name and address of agent:

16.0 Attach Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet:

Name of firm preparing statement:

17.0 Dated at \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
this \_\_\_\_\_  
Name of Organization:

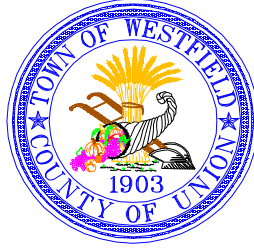
By:  
Title:

18.0 M \_\_\_\_\_ being duly sworn deposes and says that he (she) is  
the \_\_\_\_\_ of \_\_\_\_\_, Contractor(s)

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public:  
My Commission Expires:

**TOWN OF WESTFIELD**



**Performance Bond**

(TO BE SUBMITTED WITHIN 10 DAYS AFTER NOTICE OF AWARD)

**KNOW ALL MEN BY THESE PRESENTS:** that

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_ ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_ 20\_\_\_\_, entered into a contract with

Owner for \_\_\_\_\_

in accordance with Drawings and Specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, including the maintenance period described in Section 31 of the General Conditions, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner,

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

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

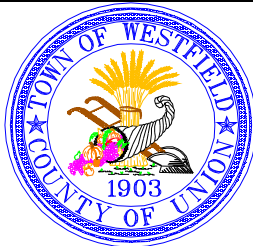
(Principal)\_\_\_\_\_

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

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

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

**TOWN OF WESTFIELD**



**Labor and Material Payment Bond**

(TO BE SUBMITTED WITHIN 10 DAYS AFTER NOTICE OF AWARD)

**KNOW ALL MEN BY THESE PRESENTS:** that

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_ ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_ 20\_\_\_\_, entered into a contract with

Owner for \_\_\_\_\_

in accordance with Drawings and Specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, including the maintenance period described in Section 31 of the General Conditions, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution there on. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner. or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than In a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or In the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

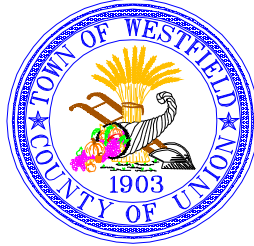
4. The amount of this bond shall be reduced by and to the extent of any payment of payments in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such liens be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(Principal) \_\_\_\_\_  
(Witness) \_\_\_\_\_  
(Title) \_\_\_\_\_

(Surety) \_\_\_\_\_  
(Witness) \_\_\_\_\_  
(Title) \_\_\_\_\_



**TOWN OF WESTFIELD**



**Certificate of Insurance**

(TO BE SUBMITTED WITHIN 10 DAYS AFTER NOTICE OF AWARD)

Date \_\_\_\_\_

This is to certify to the Town of Westfield, 425 East Broad Street, Westfield, New Jersey, 07090, that the following policies are in force:

Name of Inured \_\_\_\_\_

Address \_\_\_\_\_

Contract Title and/or Description of Job \_\_\_\_\_

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Bodily Injury</u>	<u>Property Damage</u>
Comprehensive General-Automobile Liability, including Personal Injury, Broad Form Contractural and Contractor's Protective Liability:		
Automobile - Each Person	\$	
- Each Occurrence	\$	
- Aggregate(s)	\$	
Other Than Auto - Each Person	\$	
- Each Occurrence	\$	
- Aggregate Products		
Completed Operations	\$	
- Each Occurrence		\$
- Aggregate(s)		\$

Statutory Workmen's Compensation

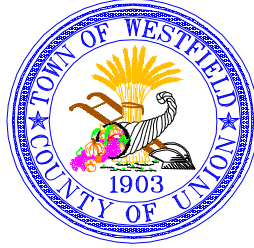
Special Conditions: Coverage extended to include Contractual Liability Coverage as required under Insurance Requirements of the above contract. Property Damage includes coverage for XCU hazards.

In the event of cancellation of or material change in the coverage provided, ten (10) days written notice will be furnished the Town of Westfield prior to date of Cancellation or change.

(F-15)

<u>Insurance Company(ies)</u>	<u>Policy No.</u>	<u>Effective</u>	<u>Expires</u>

**TOWN OF WESTFIELD**



**AFFIDAVIT**

(TO BE SUBMITTED PRIOR TO FINAL PAYMENT)

STATE OF NEW JERSEY

SS:

COUNTY OF UNION

\_\_\_\_\_ being duly sworn according to law  
upon his oath, says:

1. I am \_\_\_\_\_ of \_\_\_\_\_  
(Officer) (Individual, Partnership, Corp.)

with principal offices at \_\_\_\_\_

and am duly authorized to make this affidavit.

2. I am familiar with the contents of this affidavit and the same are true of my own knowledge.

3. \_\_\_\_\_ individual, partnership, corporation  
has performed certain work for the Town of Westfield  
concerning \_\_\_\_\_

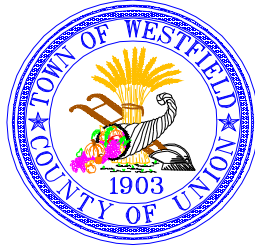
4. \_\_\_\_\_

has paid all workmen the sums due and owing to them on account of their work for said corporation concerning the  
above-described construction and has paid all workmen in accordance with the wage rates established by the  
Commissioner of Labor and Industry.

5. I make this affidavit with the knowledge that it will be relied upon by the Town of Westfield in  
paying for work performed for said Town.

\_\_\_\_\_ Subscribed and  
sworn to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(F-17)  
**TOWN OF WESTFIELD**



**RELEASE**  
(TO BE SUBMITTED PRIOR TO FINAL PAYMENT)

PROJECT:

ORDER NO:

\_\_\_\_\_ Individual,  
Partnership, Corporation with principal offices at \_\_\_\_\_  
for and in consideration of the sum of \$ \_\_\_\_\_, receipt  
(Final Contract Amount)

whereof is hereby acknowledged, and other good and valuable consideration to it paid by the  
Town of Westfield does, for itself and its successors, release and forever discharge the Town of  
Westfield and its successors of and from all manner of cause or causes of action, claims or  
demands, whether the same be on contract or tort, growing out of a certain contract entered into  
by said parties on or about \_\_\_\_\_

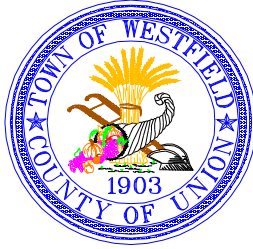
(Date of Contract)

concerning above project, \_\_\_\_\_

\_\_\_\_\_  
(Name of Corporation)

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

(F-18)  
**TOWN OF WESTFIELD**



**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**“New Jersey Business Registration Requirements”**

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

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

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

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

Please indicate below the name and business registration certificate number for any and all subcontractors to be used in the fulfillment of this contract:

---

---

---

---

---

---

---

---

---

---

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Position

**SECTION “G”  
GENERAL CONDITIONS**

## INDEX

	<u>Page No.</u>	<u>Sec. No.</u>
Definitions	G-2	1
Execution and Correlation of Documents	G-2	2
Design Drawings and Instructions	G-3	3
Copies of Drawings Furnished	G-3	4
Ownership of Drawings	G-3	5
Changed Conditions	G-3	6
Materials and Appliances	G-3	7
Employees	G-3	8
Royalties and Patents	G-4	9
Permits, Licenses and Regulations	G-4	10
Inspection of Work	G-4	11
Discrepancies	G-4	12
Changes in the Work	G-4	13
Extension of Time	G-5	14
Claims	G-5	15
Correction of Work Before Final Payment	G-5	16
Suspension of Work	G-5	17
The Town's Right to Terminate Contract	G-6	18
Contractor's Right to Stop Work or Terminate Contract	G-6	19
Removal of Equipment	G-6	20
Responsibility for Work	G-6	21
Payments Withheld Prior to Final Acceptance of Work	G-7	22
Contractor's Insurance	G-7	23
Performance Bond and Labor and Material Payment Bond	G-7	24
Guaranty Against Defective Work	G-8	25
Assignment	G-8	26
Rights of Various Interests	G-8	27
Separate Contracts	G-8	28
Subcontracts	G-8	29
Engineer's Status	G-8	30
Engineer's Decision	G-8	31
Lands for Work	G-9	32
Cleaning Up	G-9	33
Acceptance and Final Payment	G-9	34
Legal Relations and Responsibility to Public	G-10	35
Substitution of Materials and Equipment	G-10	36
Affirmative Action Requirement	G-10	37
Buy American	G-10	38
Resident Citizens	G-11	39
Indemnity and Defense of Suits	G-11	40
Disputes	G-11	41



**SEC. 1 - Definitions**

- (a) The Contract Documents Shall consist of Advertisement for Bids, Instructions to Bidders, Proposal, Addenda, the General and Special Conditions of Contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of documents before the execution of Agreement and the a Change Order during the Contract period.
- (b) The Town and the Contractor are those named as such in the Proposal. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- (c) The word 'Owner' shall mean the party of the first part as designated in the Bid Form, or any agency or officer duly authorized to act in its place in the execution of the work required by this contract.
- (d) Wherever in this Contract the word 'Engineer' is used it shall be understood as referring to the Town Engineer of the TOWN OF WESTFIELD acting personally or through any assistants duly authorized.
- (e) The Contracting Agent shall be the person or persons designated by the Town Council of the Town of Westfield from time to time by resolution to act as contracting agent.
- (f) Any written notice served pursuant to the terms of the Agreement shall be deemed to have been duly served if delivered in person or by registered mail to the individual, or to a partner, or to an officer of the corporation for whom it is intended, or any authorized representative thereof.
- (g) The term 'Subcontractor' shall mean anyone, other than the Contractor, who furnished at the site, under an Agreement with the Contractor, labor or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.
- (h) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all the duties and obligations imposed by the Contract.
- (i) Extra work shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the Contract for the our pose for which it was intended but was not shown on the Drawings or called for in the Specifications, and which is authorized by the Town, pursuant to a Change Order.
- (j) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the Contract, Drawings, Or Specifications
- (k) Mobilization shall consist of preparatory work and operations, including. but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site. Payment for same will be made as provided for in the Special Conditions.
- (l) A working day shall be any calendar day, exclusive of Saturdays, Sundays and legal holidays, on which weather and working conditions permit the Contractor to make effective use of his crews during the regular working hours of 8:00 A.M. to 5:00 P.M.

**SEC. 2 - Execution and Correlation of Documents**

The Proposal shall be signed in duplicate by the Town and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict between Drawings and Specifications, the Drawings shall govern. Special Conditions shall govern over Technical Specifications. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

**SEC. 3 - Design Drawings and Instructions**

The Town through the Engineer, or the Engineer as the Town representative, shall furnish Drawings and Specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and Specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, and in accordance with Section 18, issue additional instructions, by means of drawings or other media, necessary to illustrate changes in the work.

**SEC. 4 - Copies of Drawings Furnished**

Unless otherwise provided in the Contract Document, the Engineer will furnish to the Contractor, the free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

**SEC. 5 - Order of Completion**

The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts. The special provisions or plans may require that certain phases or parts of the work be completed first or in a certain order.

**SEC. 6 - Ownership of Drawings**

All Drawings, Specifications and copies thereof furnished by the Town shall not be reused on other work by the Contractor.

**SEC. 7 - Familiarity with Work**

The Town has endeavored to ascertain all pertinent information regarding site conditions, and subsurface conditions, and has, to the best of his ability, furnished all such information to the Contractor. Such information is given, however, as being the best factual information available to the Town, but is advisory only. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

**SEC. 8 - Changed Conditions**

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Town in writing of (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract.

**SEC. 9 - Materials, and Appliances**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

**SEC. 10 - Employees**

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities shall be provided by the Contractor.

**SEC. 11 - Royalties and Patents**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Town harmless from loss on account thereof except that the Town shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the Town has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

**SEC. 12 - Surveys**

Unless otherwise specified, the Town shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Town, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations.

The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**SEC. 13 - Permits, Licenses and Regulations**

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Town, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

**SEC. 14 - Protection of the Public and of Work and Property**

The Contractor shall provide and maintain all necessary watchmen, firemen, barricades, signing in accordance with TOWN OF WESTFIELDS manual of signing, warning lights and signs and take all reasonable precautions for the protection and safety of the public. He shall continuously maintain reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. Adjacent streets and highways shall be kept free of dirt and litter from Contractor's handling operations. The Contractor shall take reasonable precautions to protect private property adjacent to the project from such nuisances as dust and dirt, rock and excessive noise. He shall make good any damage, injury or loss to his work and to the property owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Town. He shall adequately protect adjacent private and public property, as provided by Law and the Contract Documents.

**SEC. 14(a) Emergency Work**

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at his discretion to prevent such threatening loss or injury. He shall also so act without appeal, if so authorized or instructed by the Engineer. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or in accordance with Section 39.

**SEC. 15 - Inspection of Work**

The Town shall provide sufficient competent personnel, working under qualified supervision for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications, notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished work. The Engineer and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice to its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made, and where practicable at the source of supply. If any work required to be inspected should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense, unless the Engineer has unreasonably delayed inspection. Reexamination of any work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reexamination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

**SEC. 16 - Superintendence**

The Contractor shall keep on his work at all times during its progress, a competent superintendent and/or responsible assistants. The superintendent shall represent the Contractor and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

**SEC. 17 - Discrepancies**

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing, or by telegram, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk, except in the event of an emergency.

**SEC. 18 - Changes in the Work**

The Town may make changes in the drawings and the specifications, or in the work or the scheduling of the Contract within the general scope at any time, by a written Change Order, on forms provided by the Town, property executed by the designated Contracting Agent, or as approved by the governing body. The Contractor shall also be required to sign any Change Order and it shall become part of the Contract documents. Contracts, where changes or uncertainties are anticipated, will contain an amount, less than 20% of the basic bid, for contingencies, but the failure to include such contingency shall not prevent the Town from making the aforesaid change in the work. If such changes add to or deduct from the contractors cost of the work, the Contract price shall be adjusted accordingly, in writing, on the Change Order, prior to commencing the additional work, or reduction in the work, as the case may be. All such work shall be executed under the conditions of the original contract, except that any claim for extension or time caused thereby shall be allowed and adjusted at the time of ordering such changes or such times as it can be ascertained. In giving instructions to the Contractor, the Engineer shall have the authority to make minor changes in the work not involving extra costs, and not inconsistent with the purpose of the work. Except in an emergency endangering life and property, no extra work or change shall be made unless pursuant to a written Change Order signed by the Contracting Agent, or approved by the governing body, and no claim for an addition to the Contract sum shall be valid, unless additional work is so ordered by the Contracting Agent, or governing body, and performed by the Contractor. The Contractor shall proceed with the work as changed and the value of any extra work or change shall be determined as provided for in the Proposal. The value of any extra work or change shall be included in the Performance Bond and the Labor and Material Bond.

**SEC. 19 - Extension of Time**

(a) Extension of time stipulated in the Contract for completion of the work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 22; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his Subcontractors or suppliers, and which were not the result of their fault or negligence. Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Town or his employees, or by other Contractors employed by the Town, or for any delay in the furnishing of drawings and necessary information by the Engineer, or delay in return of shop drawings, or for any other cause which in the opinion of the Engineer entitles the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Town, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or labor disputes.

(b) The Contractor shall notify the Engineer promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Engineer shall acknowledge the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

**SEC. 20 - Claims**

If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involve extra cost under the Contract, he shall give the Engineer written notice thereof within 30 days, after the receipt of such instruction, and in any event before proceeding to execute the work, except emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

**SEC. 21 - Correction of Work Before Final Payment**

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within 10 days after written notice, the Town may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days time thereafter, the Town may, upon ten days written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**SEC. 22 - Suspension of Work**

The Town may at any time suspend the work, or any part thereof by giving 3 days notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Town to the Contractor so to do. The Town shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension. If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Town does not give notice in writing to the Contractor to resume work at a date within 30 days of the date fixed in the written notice to suspend, the Contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 20 percent of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

**SEC. 23 - The Town's Right to Terminate Contract**

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed an account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or materials, or if he should fail to make payments to Subcontractors or for material or labor, so as to affect the progress of the work, or persistently be guilty of a substantial violation of the Contract, then the Town upon the written notice of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Town and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

Where the Contract has been terminated by the Town said termination shall not affect or terminate any of the rights of the Town as against the Contractor or his surety then existing or which may thereafter accrue because of such default. Any retention or payment of moneys by the Town due the Contractor under the terms of the Contract, shall not release the Contractor or his surety from liability for his default.

**SEC. 24 - Contractor's Right to Stop Work or Terminate Contract**

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within 90 days after it is due, or if the Town should fail to pay the Contractor within 90 days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Town and the Engineer, stop work or terminate this Contract and recover from the Town payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

**SEC. 25 - Removal of Equipment**

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Town shall promptly remove any part of all of his equipment and supplies from the property of the Town failing which the Town shall have the right to remove such equipment and supplies at the expense of the Contractor.

**SEC. 26 - Responsibility for Work**

The Contractor assumes full responsibility for the work. Until final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Section 27), unless such damage or destruction is caused by the negligence of the Contractor. He agrees to make no claims against the Town for damages to the work from any cause except negligence or willful acts of the Town improper or faulty design, acts of an Enemy, acts of war or as provided in Section 31.

**SEC. 27 - Partial Completion and Acceptance**

If at any time prior to the issuance of the final certificate referred to in Section 40 hereinafter, any portion of the permanent construction has been satisfactorily completed, and if the Engineer determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Town the Engineer shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Town may take over and use the portion of the permanent construction described in such certificate.

The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this Contract or the performance bond.

If such prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer may determine, unless otherwise provided.

**SEC. 28 - Payments Withheld Prior to Final Acceptance of Work**

As a result of subsequently discovered evidence, the Town may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect himself from loss caused by:

- (a) Defective work not remedied
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor
- (d) Damage to another Contractor

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Town which will protect the Town in the amount Withheld, payment shall be made for amounts withheld because of them. No moneys may be withheld under (b) and (c) above if a payment bond is included in the Contract.

**SEC. 29 - Contractor's Insurance**

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors and the Town from claims for bodily injuries, death or property damage, which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly. **The Contractor is advised to include the Town of Westfield as an additional insured on the Contractor's Certificate of Insurance.** The following insurance policies are required:

- (a) Statutory Workmen's Compensation
- (b) Contractor's Public Liability and Property Damage-
  - Bodily Injury:
    - each person\_\_\_\_\_ \$300,000
    - each accident\_\_\_\_\_ \$1,000,000
  - Property Damage:
    - each accident \_\_\_\_\_ \$100,000
    - aggregate\_\_\_\_\_ \$500,000
- (e) Automobile Public Liability and Property Damage-
  - Bodily Injury:
    - each person\_\_\_\_\_ \$300,000
    - each accident\_\_\_\_\_ \$1,000,000
  - Property Damage:
    - each accident \_\_\_\_\_ \$100,000

All policies shall be for not less than the amounts set forth above or as stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions. Certificates or copies of Policy of such insurance shall be filed with the Town and shall be subject to its approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a 10 days written notice of cancellation in favor of the Town.

**SEC. 30 - Performance Bond and Labor and Material Payment Bond**

The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond must be in separate instruments, in accordance with local law, and shall be delivered to the Town not later than (10) ten days after notice of award.

**SEC. 31 - Guaranty Against Defective Work**

If within one year after acceptance of the project or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to Town and in accordance with Town written instructions, either correct such defective Work, or, if it has been rejected by Town remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR or by his surety.



**SEC. 32 - Assignment**

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other and its surety, nor shall the Contractor assign any moneys due or to become due to him hereunder, except to a bank or financial institution acceptable to the Town.

**SEC. 33 - Rights of Various Interests**

Wherever work being done by the Town's forces, utility companies, or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

**SEC. 34 - Separate Contracts**

The Town reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

**SEC. 35 - Subcontracts**

The Contractor shall, as soon as practicable after signing the Contract, but in any event prior to the performance of any work by any subcontractor, notify the Town in writing of the names of Subcontractors proposed for the work designating the portions of work to be performed by each, for Town approval. The Contractor agrees that he is as fully responsible to the Town for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Town.

**SEC. 36 - Engineer's Status**

The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials that do not conform to the Contract and to decide questions that arise in the execution of the work.

**SEC. 37 - Engineer's Decisions**

The Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

**SEC. 38 - Lands for Work**

The Town shall provide as indicated when needed by the Contractor the lands upon which the work under this Contract is to be done, rights of way for access to same, and such other lands that are designated on the drawing for the use of the Contractor. Any delay in the furnishing of these lands by the Town shall be deemed proper cause for an equitable adjustment in both Contract Price and Time of Completion. The Contractor shall provide at his own expense and without liability to the Town any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials.

**SEC. 39 - Cleaning Up**

The Contractor shall remove at his own expense from the Town's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Town thereof where such disposal is in accordance with local ordinances and is approved by the Engineer.

**SEC. 40 - Acceptance and Final Payment**

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is approved by him under the terms and conditions thereof. The Engineer shall immediately recommend acceptance and final payment to the Town Council, and the Council shall thereafter, within 15 days, act to accept or reject the said recommendation. The resolution of Council accepting the Engineer's recommendation shall constitute final acceptance of the work, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is then due and payable. However, notwithstanding the above, final payment shall not be made until the passage of 60 days from the time of completion, or of acceptance, which ever shall be last. Furthermore, the contractor must furnish to the Town an executed version of the release form and affidavit found in the Exhibits Section. The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Town can occupy the project or specified area of the project for the use for which it was intended.

(b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within the guarantee period provided in the Section 31 from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Town Shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) If the Town fails to make payment as herein provided, there shall be added to each payment daily interest at the rate of 6 percent per annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor. (Optional where applicable in accordance with local law.)

**SEC. 41 - Legal Relations and Responsibility to Public**

Laws and Regulations: The Contractor shall keep himself fully informed of all City and County Ordinances and Regulations, and State and Federal laws which in any manner affect the work herein specified. He shall at all times observe and comply with said ordinances, regulations, and laws, and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violations of such ordinances, regulations, or laws, caused by the negligent actions of the Contractor, his agents or employees.

**SEC. 42 - Substitution of Materials and Equipment**

Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Engineer of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

**SEC. 43 - Affirmative Action Requirement (please refer to Exhibit 'B')**

**SEC. 44 - Buy American**

(a) Agreement, In accordance with N.J.S.A. 40A:11-18, the Contractor agrees that only domestic construction material will be used (by the Contractor, subcontractors, materialmen, and suppliers) in the performance of this contract, except for non-domestic material listed in the contract.

(b) Domestic construction material. "Construction material" means any article, material, or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components that have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

(c) Domestic component. A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities and of a satisfactory quality.

**SEC. 45 - N.J. Resident Citizens Preferred**

(a) In the construction of any public work for the state or any county, city, town, township, or borough or other municipal corporation or any board, committee commission or officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road building, paving, bridge, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the state of New Jersey who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment persons other than citizens of the state may be employed when such citizens are not available

(b) Every contract for the construction of public works shall provide that if this section is not complied with the contract shall be voidable at the instance of the state, county or municipality.

(c) All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money or public works shall file in the office of the commissioner of labor the names and addresses of all contractors holding contracts with the state or any county or municipal corporation or with any board committee commission or officer thereof. Upon the demand of the commissioner a contractor shall furnish a list of the names and addresses of all his or its subcontractors.

(d) Each contractor performing work for the state or for any county or municipal corporation or for any board committee commission or officer thereof shall keep a list of his or its employees stating whether they are native born citizens or naturalized citizens and in case of naturalization the date thereof and the name of the court in which granted.

(e) Any person, firm or corporation violating the provisions of this section shall be deemed and adjudged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars nor more than five hundred dollars, or by imprisonment of not less than thirty days nor more than ninety days, or by such fine and imprisonment.

**SEC. 46 - Indemnity and defense of suits**

The Contractor shall indemnify and save harmless the owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

**SEC. 47 - Disputes**

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to Alternate Dispute Resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards prior to being submitted to a Court for adjudication. (N.J.S.A. 40A:11-50)

## **EXHIBIT A**

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

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

The contractor and the Town of Westfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**SECTION “H”  
SPECIAL CONDITIONS**



## **SPECIAL CONDITIONS**

### **1. SCOPE OF SERVICES**

The Work under this Contract consists of the furnishing of all labor, materials and equipment for, or incidental to, the collection of **single-stream** recyclable materials at curbside for residential units, and, at designated locations for schools, Municipal facilities, non-profit organizations and certain commercial establishments in the Town's Business District (CBD) as provided in Schedule A.

Where appropriate and as directed by the Town Engineer, roll-off containers will also be placed at other facilities, such as schools and certain government facilities that generate large volumes of mixed paper, commingled materials and corrugated cardboard.

### **2. COMPLIANCE WITH APPLICABLE LAWS**

The services provided under this Contract shall comply with all applicable Federal, State and local laws, rules and regulations, including, but not limited to, those of the N.J.D.E.P. and the Union County Solid Waste Management District Solid Waste Management Plan, most recent version.

The Contractor shall transport all recyclables collected under this contract to recycling facilities approved by the N.J.D.E.P. and in conformance with the Union County Solid Waste Management District Plan, most recent amendment.

### **3. TOWN STATISTICS**

The following information is made available to all bidders and is included for information purposes only for which the Town makes no representation as to accuracy.

- a) There are approximately 6.8 square miles in the Town of Westfield.
- b) There are currently 10,819 household units which will require service under the terms of this contract. Since the Town is practically entirely developed, the total number of units to be serviced under this Contract is not expected to change appreciably over the term of this Contract.
- c) There are approximately 115 miles of roads in Westfield, the great majority of which have occupied premises which require collection service.
- d) The estimated population figure for the Town of Westfield, based on the 2010 census, is 30,316.

#### **4. COLLECTION SCHEDULE**

For purposes of this contract, the Wards shall be as identified on the attached drawing.

Multi-family units, schools and other non-residential facilities designated in Section 6., “Places of Collection,” which have central storage locations on their premises shall be serviced according to the same schedule as curbside collection, unless experience shows that the frequency of collection may be increased or decreased, in which case the schedule shall be adjusted by mutual agreement between the Town and the Contractor.

##### a) HOLIDAYS

In cases where the regularly scheduled collection day falls on a holiday, then the collection will occur on another day mutually acceptable to the Town and Contractor.

The holidays for which collections will not be made are New Years Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day and Christmas Day.

##### b) CANCELLED OR OMITTED PICKUPS

If a regularly scheduled collection day (or days) must be cancelled due to circumstances beyond the control of the Town or Contractor, such as inclement weather (severe snowfall, storms, floods, etc.), collection shall be rescheduled to the first day following the cancellation on which conditions permit collection, or on other day mutually acceptable to the Town and Contractor.

##### c) CONTRACTOR HOTLINE

The Contractor shall be solely responsible for any omitted collections or missed pickups at specific locations for any reasons other than those stated in paragraphs a) and b) above. For such occurrences, the Contractor shall maintain a local or toll free telephone “hotline” number and e-mail address for the Town to call to report missed pickups or other complaints. **The Contractor shall collect missed pickups within twenty-four (24) hours after receiving the telephone call or e-mail message from the Town.**

##### d) PENALTY FOR DEFAULT

If the Contractor fails to perform its duties on any designated recycling pick-up day, either by failing to appear, or by partial performance (defined as missing an entire municipal block or larger area for any category of recyclable materials), it shall be penalized. The penalty to be imposed shall consist of the Contractor forfeiting the equivalent of payment for one pick-up cycle, computed by dividing the contract total for the applicable calendar year by the total number of pick-ups for that year.

#### **5. HOURS OF COLLECTION**

Collection shall begin no earlier than 6:00 a.m. and be completed no later than 7:00 p.m., unless circumstances beyond the control of the Town or Contractor require collection to extend past 7:00 p.m.

## **6. PLACES OF COLLECTION**

Recyclables to be collected from single family detached residential units and single family units located in the same building as commercial units, shall be placed at the curb line of the abutting Town roadway. Where no curb exists, the materials shall be placed between the edge of pavement and front property line. Where sidewalks abut the curb, materials shall be placed behind the sidewalk.

Collections from multifamily units, schools, municipal buildings and facilities, commercial establishments in the CBD, non-profit organizations and places of worship shall be made from central locations designated by the Town in cooperation with these organizations. Most of these facilities already have central storage facilities.

The Contractor shall furnish roll-off containers of sufficient capacity at each school for mixed paper, commingled materials and corrugated cardboard, and at designated locations in the CBD for corrugated cardboard, if awarded as an alternate.

## **7. RECYCLABLE MATERIALS**

The recyclable materials to be collected at curbside under this contract and containerized the required preparation for curbside placement are as follows:

- a) **COMMINGLED MATERIALS** - To be rinsed and placed together in a reusable receptacle. Includes glass bottles and jars, plastic bottles (#1 and #2), aluminum and tin cans, spray or aerosol cans (lids off), polyboard and aseptic beverage and food cartons made from polyethylene coated white paperboard, with or without an aluminum foil layer.
- b) **NEWSPAPERS** - To be tied in bundles no greater than 12 inches high.
- c) **MIXED PAPER** - To be tied in bundles no greater than 12 inches high, or placed in brown paper bags. Includes magazines, glossy catalogs, coupon inserts, envelopes, junk mail, notebook paper, office paper, construction paper, photocopy/fax/computer paper, telephone books, paperback books, hardcover books, without the covers, wrapping paper, paper bags. Chipboard, flattened cereal and gift boxes and multi-colored dry food boxes must be tied in separate bundles or placed in brown paper bags.
- d) **CORRUGATED CARDBOARD** - To be separated from all other materials, flattened and tied in bundles.

Materials in addition to the above may be collected as markets develop and the Contractor so advises the Town.

## **8. QUANTITY OF RECYCLABLE MATERIALS**

The Town does not guarantee the quantity or the quality of recyclable materials separated by the residents. The following quantities, in tons, were collected in 2016 and 2017 and are presented here as a general guideline for bidding purposes.

### **RESIDENTIAL CURBSIDE TONNAGE**

	<u>2016</u>	<u>2017</u>
Newspaper	700	305
Corrugated Cardboard	781	766
Glass Bottles/Jars	243	243
Steel Cans	105	103
Aluminum Cans	105	103
Plastic Containers	278	277

## **9. COLLECTION PERFORMANCE STANDARDS**

### a) BEHAVIOR OF PERSONNEL

It shall be the responsibility of the Contractor to ensure that all personnel employed by him in performance of this contract shall behave courteously to the public and shall refrain from using loud, abusive, indecent or profane language. To insure this, the Contractor shall provide customer service and courtesy training for all personnel.

No agent or employee of the Contractor shall solicit or be permitted to solicit gratuities of any kind during the performance of any work in connection with the services under this contract.

### b) TRAFFIC CONTROL

Collection of recyclables shall be made wherever possible without disrupting or halting vehicular traffic on Town streets.

### c) NOISE

The Contractor shall at all times minimize the noise in connection with the work of collection.

### d) SPILLAGE OF MATERIALS

The Contractor shall make every effort to prevent spillage of recyclables during collection, and shall immediately clean up and remove any debris resulting from such spillage. Trucks shall not be overloaded such that material may spill onto the street, nor shall leakage of fluids occur from the vehicle.

e) CARE OF RECEPTACLES

Upon emptying recycling receptacles, the Contractor shall return them to their original location with lids secured. Throwing of containers onto streets or lawns is expressly prohibited. Misplaced or damaged receptacles will be replaced by the Contractor.

f) PROPERTY DAMAGE

The Contractor shall be liable for damage caused by his employees or agents to buildings, walks, lawns, drives, flowers, shrubs, or trees and for any loss of any nature whatsoever so caused to the property owner, and any such loss resulting from the acts or omissions of the Contractor, his employees or agents shall be promptly paid. If, after ten (10) days written notice, such payment is not made by the Contractor, the Town may pay out same and deduct the amount thereof from the next payment to the Contractor, or the same shall be added to moneys due the Town. The Town shall be the sole judge of the reasonableness of all claims submitted, and its decision shall be final and binding upon the Contractor.

g) REJECTION OF IMPROPER MATERIALS

The Contractor shall not be required to collect Recyclable Material which is improperly prepared or contaminated by the presence of material other than Recyclable Material, as previously defined herein, in amounts which cannot be removed and left at the curb. All material which is rejected shall be accompanied by a "rejection slip" which shall be in a form agreed to by the Town. At a minimum such rejection slip shall inform the generator as to the reason for rejection. A list of such rejections shall be provided to the Town Engineer.

**10. EQUIPMENT STANDARDS**

a) TRUCK LIST

The Contractor shall provide the Town with a list of all trucks, by license and N.J.D.E.P. registration number, to be used in the performance of this contract. If it becomes necessary to substitute vehicles, the Contractor shall notify the Town Engineer at least ten (10) days in advance of such substitution except for emergency situations, in which case the Contractor shall notify the Town Engineer within twenty-four (24) hours after the emergency.

b) STATUTORY REQUIREMENTS

All trucks and any other equipment used in the performance of this contract shall conform to all statutory and regulatory standards and requirements, including proper registration with the N.J. Division of Motor Vehicles and the N.J.D.E.P. The Contractor shall also insure that all drivers employed in performance of this Contract shall have a valid New Jersey drivers license.

c) **CONDITION OF VEHICLES**

All vehicles and equipment used in the performance of this contract shall be maintained in good working and operating condition with respect to performance, safety and sanitation. All vehicles shall be kept clean and well-painted with the name, address and telephone number of the Contractor clearly lettered on the side of the vehicle.

d) **TRUCK EQUIPMENT**

All trucks shall be equipped with two-way radios and at least one broom and shovel, or other tools, to clean up material that may be spilled or otherwise scattered during the process of collection.

**11. VIOLATION OF PERFORMANCE AND EQUIPMENT STANDARDS**

Violation of any of the above described performance and equipment standards shall be referred to the Contractor, who shall respond to and remedy all such complaints in a prompt manner. Failure of Contractor to properly respond to and correct such violations on a repeated basis shall be sufficient cause for the immediate cancellation of the contract by the Town who may thereupon employ the necessary labor and equipment to perform the work at the expense of the Contractor and its sureties. Nothing herein shall abridge the Town's rights and remedies available to the Town at either law or equity in a court of competent jurisdiction within this State:

**Liquidated Damages:**

Contractor recognizes that the failure to perform in accordance with the contract specifications will result in various tangible and intangible costs to the municipality and will require the utilization of Town personnel, equipment and other valuable resources.

It is mutually agreed and understood that the amount of damages assessed herein is the reasonable estimate of the actual damages sustained by the municipality caused by the Contractor's failure to perform. It is further agreed and understood that the particular amounts assessed are fair and not disproportionate to the actual damages suffered by the Town, which are not readily susceptible to exact ascertainment and proof as of the time of the making of this contract. It is further understood that all amounts assessed as liquidated damages will be deducted from the monthly payment due to the Contractor under the terms of the agreement between the Town and Contractor.

**Various Assessments:**

a) **FAILURE OF TRUCK AND/OR CREW TO FINISH REGULAR ROUTE**

Should a Contractor and/or its agents or employees or crew fail to complete its regular route as required by the contract specifications for a given day, Town employees or a designated contractor may undertake the completion of the work.

For each occurrence, liquidated damages will be assessed against Contractor in an amount equal to the actual costs to complete collection of said route incurred by the municipality, but in no event shall the damages be less than \$300 per occurrence.

**b) USING TRUCKS IN LEAKING OR UNSANITARY CONDITIONS**

Should a Contractor and/or its agents use trucks which are leaking or otherwise unsanitary conditions, said trucks shall be replaced immediately with trucks which are sanitary and do not leak. For each occurrence liquidated damages shall be assessed against the Contractor in the amount of \$500.00.

**c) DAMAGING OR CARRYING AWAY OF TRASH RECEPTACLES**

Should Contractor and/or its agents or employees or crew damage or carry away or fail to replace any trash receptacle, Contractor within five (5) days of notice to either Contractor and/or its crew shall replace said receptacle with the same or similar type and size receptacle. Should Contractor fail to replace the receptacle within five (5) days the municipality may replace said receptacle and assess Contractor the actual cost of same but in no event shall the damages be less than \$50.00 per occurrence.

**d) FAILURE TO CLEAN SPILLAGE**

Should Contractor and/or its agents or employees or crew fail to clean spillage as required in the contract specifications, the clean up may be performed by Town employees or a designated contractor.

For each occurrence, liquidated damages will be assessed against Contractor in an amount equal to the actual costs to clean the spillage incurred by the Town, but in no event shall the damages be less than \$200 per occurrence.

**e) FAILURE TO REPAIR DAMAGE TO PUBLIC FACILITIES**

Should Contractor and/or its agents or employees or crew cause damage to any public property, Contractor shall, upon notice of the damage caused, promptly repair, at its sole expense, such property.

Should Contractor fail to promptly repair damage to such public property, the Town may undertake such repairs or replacement of such property and assess Contractor the actual cost of same but in no event shall the damages be less than \$100 per occurrence.

**f) FAILURE TO PERFORM ANY OTHER TERMS AND CONDITIONS OF CONTRACT**

Should Contractor and/or its agents or employees or crew fail to perform or inadequately perform any of the other terms and conditions of the contract specifications, and upon reasonable notice fail to otherwise complete performance or correct any deficiency therewith, the Town may take any other appropriate action to complete, correct and/or otherwise remedy the deficiency. In such event, Contractor will be assessed the actual cost incurred by the Town in so acting.

**12. MARKETING REQUIREMENTS**

The Contractor shall be solely responsible for maintaining agreements with approved recycling centers or other recycling markets required to perform the services under this contract. The Town will not be responsible for any fees imposed by recycling facility or other market. The Contract shall have sole responsibility for the marketing of recyclable materials covered by this Contract and for any negative revenues which may be incurred in connection with said marketing.

**13. ACCOUNTING & REPORTING REQUIREMENTS**

To ensure proper accounting for and reporting of Town materials collected under this Contract, the Contractor shall maintain a system, acceptable to the Town, which provides for accurate weight/measurement of materials collected from the Town prior to processing and/or mixing with materials from other municipalities or sources.

Monthly reports of tonnage collected from the Town shall be categorized by material type as designated in this contract and shall be submitted to the Town within thirty (30) days after the end of the preceding collection month.

**14. DISSEMINATION OF INFORMATION**

The Contractor shall cooperate with the Town in providing information to residents in a timely fashion. Such information shall include, but not be limited to, schedules for collection, delays in pickups, changes in recyclable materials or preparation requirements and the Contractor's "Hotline" telephone number described in paragraph 4.d.) above for residents to call in the event of collection problems.

After the Contract has been executed and the collection schedule has been established, the Town will prepare and distribute to all residents a brochure containing the collection schedule, materials to be recycled, preparation requirements by resident, the Contractor's "Hotline" telephone number and any other relevant information. A sample of the brochure used for the current contract may be obtained at the office of the Town Engineer.

**15. COLLECTION ROUTES**

Collection routes, and Recyclable Material preparation requirements shall be determined by the Contractor in consultation with the Town to avoid to the greatest extent possible inconvenience to the Town, its residents, commercial retail establishments, public and non-profit institutions. Once established the Contractor shall not alter or modify its collection routes, times or days of collection or Recyclable Material preparation requirements.



**16. INTERRUPTION OF SERVICE – TOWN REMEDIES**

Continued performance during the term of the contract specified herein shall be provided without interruption; and in the event of the inability of the Contractor to perform as a result of a work stoppage or any reason where recyclable materials are not collected for a period of three (3) continuous days of service then the Town shall collect such materials by its trucks and employees or any other trucks and persons hired by the Town for such purpose.

The Town shall deduct from the amount due the Contractor such administrative costs, plus supervisory and actual labor and equipment cost. No monies will be paid the Contractor during any period while such strike or emergency on the Contractor's part continues.

**17. TERM OF CONTRACT**

The term of this contract shall begin on January 1, 2019 and the duration shall be one (1) year, two (2) years if the option to extend one (1) year is exercised by the Town, three (3) years or five (5) years, depending on the Alternative Bid accepted by the Town.

If the Town chooses the Alternative that has the option to extend, the contract shall be extended for one (1) additional year at the same price bid for the first year and at the same terms and conditions as set forth herein. The Town shall inform the Contractor thirty (30) days prior to the end of the first year if it intends to exercise the option to extend.

**SCHEDULE A**  
**MUNICIPAL AND NON-PROFIT RECYCLING LOCATIONS**

Municipal Building	425 East Broad Street
Public Works Center	959 North Avenue, West
Westfield Memorial Library	550 East Broad Street
Firehouse – Main Station	405 North Avenue, West
Station #2	1029 Central Avenue
Westfield Rescue Squad	335 Waterson Street
Westfield Senior Citizen Housing	1133 Boynton Avenue

**Schools**

Westfield High School	550 Dorian Road
Edison Intermediate School	800 Rahway Avenue
Roosevelt Intermediate School	301 Clark Street
Franklin School	700 Prospect Street
Washington School	900 St. Marks Avenue
McKinley School	500 First Street
Jefferson School	1200 Boulevard
Tamaques School	641 Willow Grove Road
Lincoln School	728 Westfield Avenue
Wilson School	301 Linden Avenue
Administration Building	302 Elm Street
Holy Trinity Intraparochial School	326 First Street

**Churches and Temples**

Bethel Baptist	537 Trinity Place
Christadelphian Chapel	600 Springfield Avenue
Congregational Church	125 Elmer Street
Echo Lake Church of Christ	419 Springfield Avenue
First Baptist Church	170 Elm Street
First United Methodist Church	1 East Broad Street
Grace Orthodox Presbyterian	1100 Boulevard
Holy Trinity Greek Orthodox	250 Gallows Hill Road
Presbyterian Church	140 Mountain Avenue
Redeemer Lutheran Church	Clark Street & Cowperthwaite Place
Holy Trinity Roman Catholic Church	506 Westfield Avenue
St. Helen's Roman Catholic Church	1600 Rahway Avenue
St. Luke AME Zion Church	500 Downer Street
St. Paul's Episcopal Church	414 East Broad Street
Temple Emanu-El	756 East Broad Street
Christian Scientist Reading Room	116 Quimby Street
Westfield Hall Church	111 Laurel Place

Non-Profit (Civic)

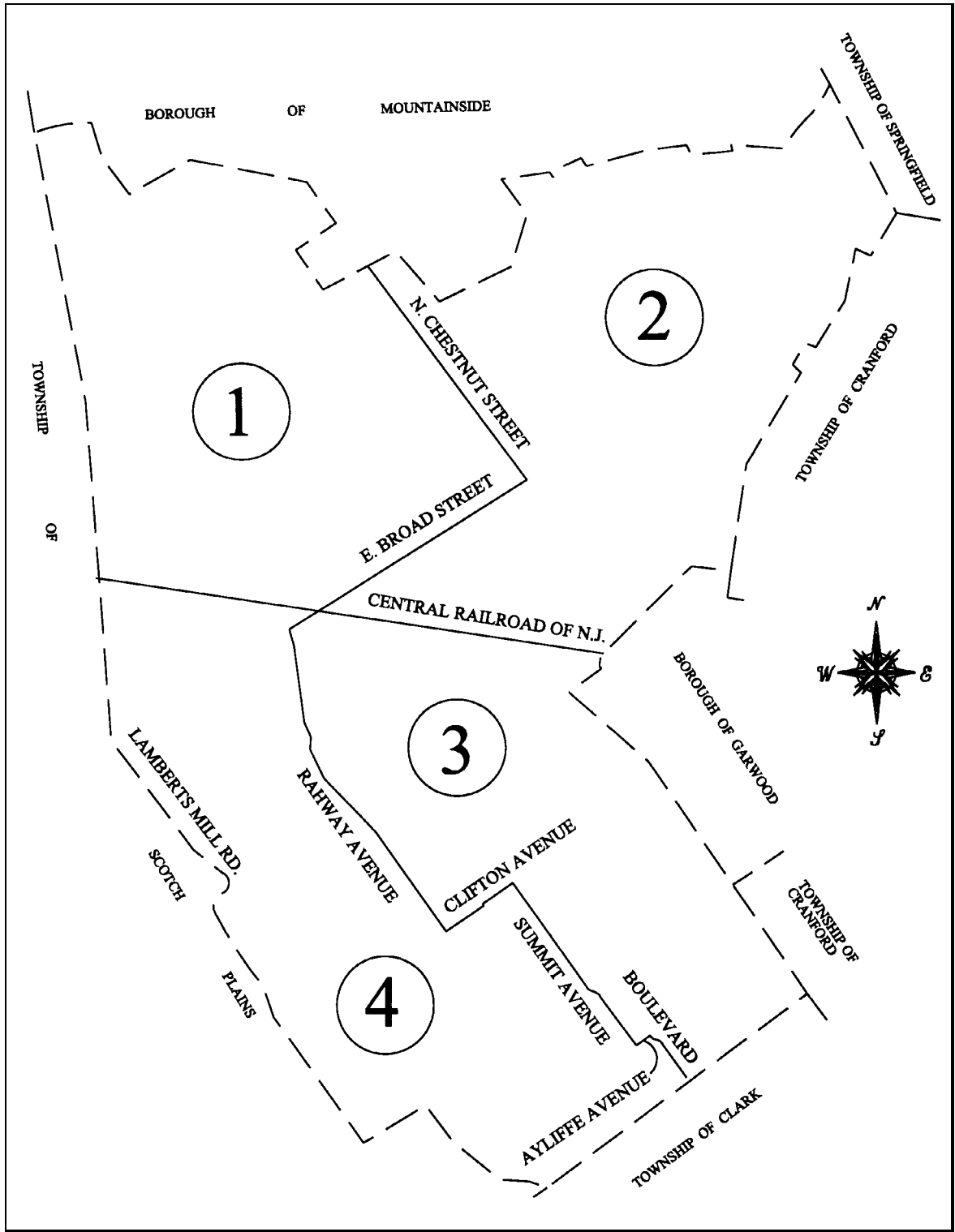
YMCA	220 Clark Street & 422 E. Broad Street
Washington Rock Girl Scout Council	201 East Grove Street
Westfield Woman's Club	318 S. Euclid Avenue
American Legion	1003 North Avenue
American Red Cross	321 Elm Street
Atlas Pythagoras Lodge/Masonic Temple	1011 Central Avenue
Spaulding For Children	36 Prospect Street
Westfield Community Players	1000 North Avenue West
Westfield Tennis Club	138 North Chestnut Street
United Fund of Westfield	301 North Avenue West
Visiting Homemaker Service	526 North Avenue East
New Jersey Table Tennis Club	226 North Avenue West
Westfield Day Care	140 Mountain Avenue
Neighborhood Council	127 Cacciola Place
Community Center	558 West Broad Street
Italian American Club	505 Central Avenue
SPANN	516 North Avenue
Westfield Service League	114 Elmer Street
B.P.O.E.	400 West Broad Street
Westfield Day Care Center	462 West Broad Street
Miller Cory House	614 Mountain Avenue
Reeves House	314 Mountain Avenue

Other Government Agencies

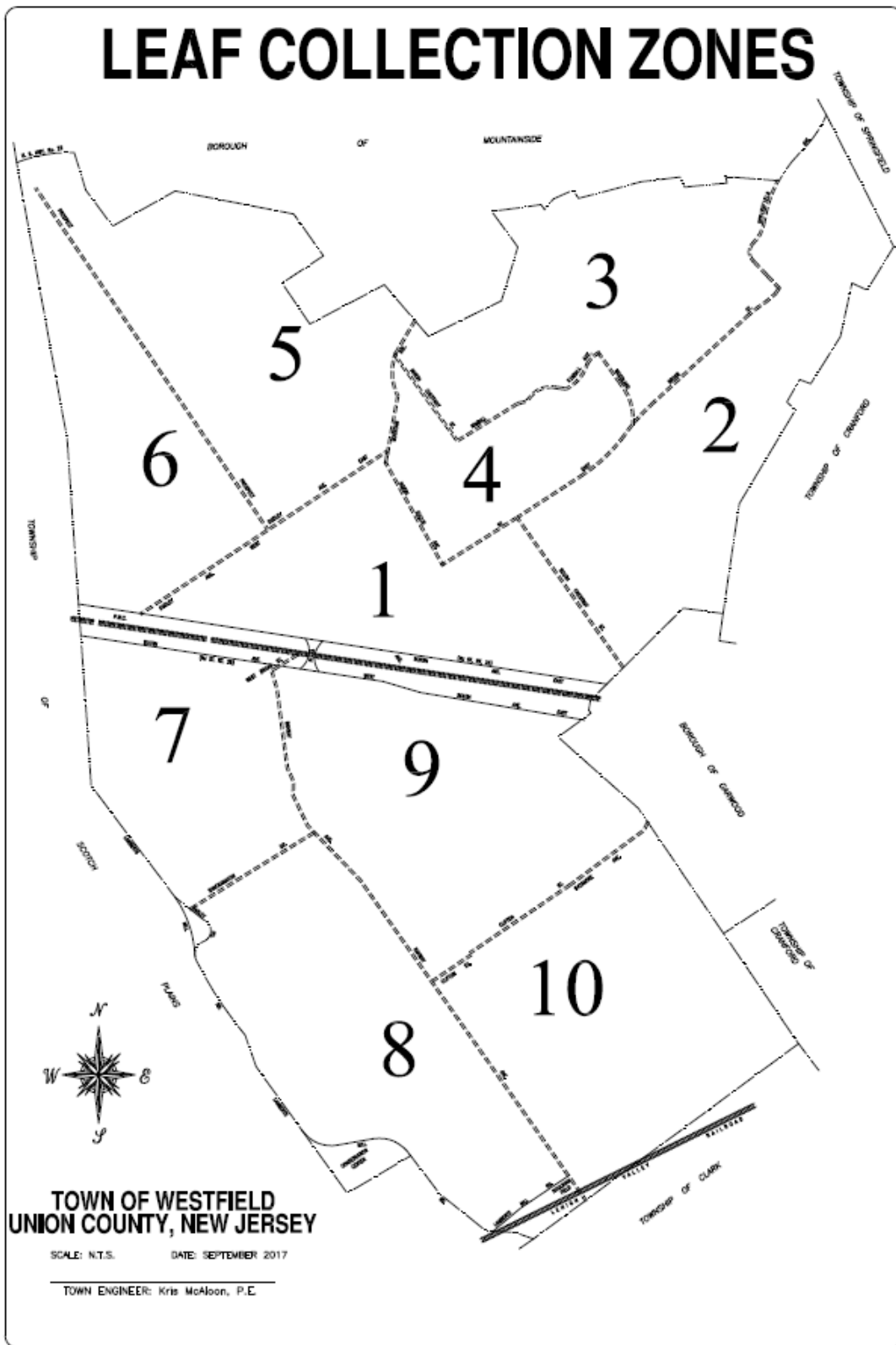
United States Post Office	155 Central Avenue
U.S. National Guard Armory	550 Rahway Avenue
Union County Court House Annex	300 North Avenue East

Multi-Family Residential Facilities

Forest Avenue Apartments	800 Forest Avenue
Hamilton Apartments	824 Mountain Avenue
Duncan Hill Apartments	1000 Central Avenue



# Town of Westfield Ward Map



Town of Westfield  
Leaf Zone Map