

CONTRACT DOCUMENTS

CONTAINER HAULING

UPPER DEERFIELD TOWNSHIP

CUMBERLAND COUNTY

NEW JERSEY

November 2011

TOWNSHIP OF UPPER DEERFIELD
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for Hauling of 20 CY, 30 CY and 40 CY containers to designated locations will be received, opened and publicly announced at the Upper Deerfield Township Municipal Building, 1325 Highway 77, Seabrook, New Jersey, 08302 on Thursday, November 29, 2011, at 10:00 a.m., local prevailing time,.

Specifications and instructions to bidders are available in the Office of the Township Clerk at the Municipal Building, 1325 Highway 77, Seabrook, New Jersey, 08302 and may be inspected or picked up by prospective bidders during normal business hours.

The Township Committee reserves the right to reject any or all bids and to waive any informalities at its discretion. Bidders, their agents, designees and subcontractors are required to comply with the requirements of N.J.S.A 10:5-31et seq. and N.J.A.C. 17:27 regarding affirmative action regulations as revised and amended to date.

Roy Spoltore
Township Clerk

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Specifications, instructions to bidders and reference proposal forms for the Hauling of 20 CY, 30 CY and 40 CY containers to designated locations have been filed in the Office of the Township Clerk at the Municipal Building, 1325 Highway 77, Seabrook, New Jersey, 08302 and may be inspected or picked up by prospective bidders during normal business hours.

Bidders will be furnished a copy of the specifications by the Township Clerk on proper notice.

Bids must be made on Standard Proposal Forms in the manner designated therein and required by the Specifications, must be enclosed in sealed envelopes, bearing the name and address of the bidder and the title, "Bid for Hauling of 20 CY, 30 CY and 40 CY containers to designated locations" printed on the outside and addressed to the Township Clerk of the Township of Upper Deerfield and must be accompanied by a non-collusion affidavit, a list of stockholders or partners, a completed affirmative action questionnaire, a New Jersey Business Certificate, statement of bidders qualifications, a certified check or bid bond in an amount of not less than ten percent (10%) of the total amount bid and such other items as may be required by the Specifications and be delivered to the place of bidding on or before the hour named above.

Attention of bidders is particularly called to the following requirements to which bidders, their agents, designees and subcontractors are required to comply with the requirements of N.J.S.A 10:5-31et seq. and N.J.A.C. 17:27 regarding affirmative action regulations as revised and amended to date.

No bidder may withdraw his bid within sixty (60) days after the actual date of the bid opening. The Township Committee reserves the right to reject any and all bids, to waive any informality in the bids received and to accept or reject any and all items of any bid.

By order of the Township Committee of the Township of Upper Deerfield.

Roy Spoltore
Township Clerk

1.1 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED

The service to be performed under this contract includes hauling of materials from the Upper Deerfield Township Convenience Center, 1230 Route 77, Seabrook, New Jersey. The material to be hauled is in containers owned by the Township including 20 CY, 30 CY and 40 CY open containers and 40 CY compactor containers.

The Contractor shall remove a 40 yard closed compactor container from the compactor and place it in the yard. An empty 40 yard closed compactor container shall then be placed at the compactor. The Contractor shall then proceed with other handling operations necessary for the hauling of the material in the full closed compactor container. The Contractor shall empty and return the containers within eight hours after directed to do so by the Township or its duly authorized representative. The work shall also include placing and relocating the containers as required for the proper operation of the center.

Compactor containers must be hauled to and emptied at the Cumberland County landfill (or other landfills as designated by the NJDEP, NJBPU or other authority). The Contractor must be pre-registered by the landfill operator and follow all rules and regulations governing the use of that facility.

The contract shall be solely for the disposal of the solid waste and recyclable materials from the Township owned convenience center for the hauling of such material to designated facilities. No collection of materials at curbside or otherwise will be necessary.

Open containers containing recycled items may be required to be delivered to the following locations:

Cumberland County Landfill
Gerschel Avenue
Deerfield Township

Cumberland Recycling Corp. of S. Jersey
N. Delsea Drive
Millville, NJ 08332

Giordano Vineland Scrap & Metal Co.
110 N. Mill Road
Vineland, NJ 08360

Cumberland Recycling Corp. of S. Jersey
702 S. West Blvd.
Vineland, NJ 08360

Nature's Choice
1310 Highway 77
Seabrook, NJ 08302

SJAP
Highway 77
Upper Pittsgrove, NJ

The Contractor shall empty and return these recycled containers to the Convenience Center within one (1) business day after directed to do so by the Township. Empty containers returned to the Convenience Center shall be placed as directed by the Convenience Center's Supervisor for proper operation of the Center.

THE CONTRACTOR'S BID PRICE SHALL BE FOR HAULING, HANDLING AND EMPTYING THE CONTAINERS AND SHALL NOT INCLUDE ANY TIPPING FEES OR OTHER CHARGES LEVIED AT THE DISPOSAL FACILITY. SUCH TIPPING FEES AND OTHER CHARGES SHALL BE PAID BY THE TOWNSHIP TO THE DISPOSAL ENTITY. ALL MONETARY RECEIPTS FOR THE RECYCLABLE MATERIALS SHALL BE MADE PAYABLE TO THE TOWNSHIP OF UPPER DEERFIELD AND REMITTED TO THE TOWNSHIP BY THE CONTRACTOR OR ADEQUATE ARRANGEMENTS WILL BE MADE BY THE CONTRACTOR FOR THE RECYCLING CENTERS TO REMIT TO THE TOWNSHIP DIRECTLY.

The bidder is advised that the unit prices submitted in this three year bid for this service shall be guaranteed for each twelve month period following the execution of the Contract. However, the Township reserves the right to terminate the contract at any time after sixty days following the execution of the contract without cause.

The Contractor shall be responsible for any documentation and licensing as may be required in connection with the hauling and/or disposal of solid waste as stipulated by the Township, NJDEP or other appropriate authority.

1.2 BIDDERS TO INVESTIGATE

Bidders must satisfy themselves by personal examination of the location of the work as to the conditions and requirements of the service required.

1.3 BIDDERS QUALIFICATIONS

It is the purpose of the Township not to award the Contract to any Bidder who does not furnish satisfactory evidence that they have the ability and experience and sufficient capital and plant to enable the fulfillment of the Contract as required.

1.4 BID SECURITY

Each bid must be accompanied by a bid deposit in the form of a certified check by a national bank or trust company and payable to the order of the Township of Upper Deerfield, New Jersey or by a bid bond duly executed by the bidder as Principal and having as Surety thereon a company qualified to act as Surety in the State of New Jersey.* The bid deposit shall be in the amount of 10 percent of the amount bid not to exceed \$20,000, regardless of whether it is in the form of a certified check, cashier's check or a bid bond. The deposit shall be enclosed in a sealed envelope containing the Proposal.

Each bid deposit may be held by the Township as security for the fulfillment of the bidder's promises, set forth in their Proposal that they will not withdraw their Proposal while it is being considered and will execute the Contract Agreement and furnish the required Bonds and insurance certificates if their Proposal is accepted. Should the bidder fail to fully fill such promises, their bid deposit shall become the property of, or be payable to the Township as payment for damages in accordance with the provisions of the Proposal.

Unless it shall become the property of, or be payable to the Township, said deposit shall be returned to the bidder as hereinafter provided.

Deposits in the form of checks will be returned to all except the three lowest bidders within ten (10) days, Sundays and legal holidays excluded, after the Township and the accepted bidder have executed the Contract Agreement. In the event that the Contract Agreement has not been executed by both the accepted bidder and the Township within sixty (60) consecutive calendar days after the opening of the bids, the

check deposit will be returned promptly upon demand of any bidder who has not been notified of the acceptance of their bid.

Check deposits accompanying bids which are rejected will be returned within ten (10) days, Sundays and legal holidays excluded, after the rejection of the bid.

None of the three (3) lowest bids shall be deemed rejected, notwithstanding acceptance of one of the Proposals, until the Contract Agreement has been executed by both the Township and the accepted bidder and "ON SITE LABOR" has begun.

*Attorneys-in-fact who sign BID BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

1.5 PROPOSAL FORMS

All bids must be upon the blank form for Proposal annexed hereto, state the proposed price for the work, both in words and in figures, and be signed by the bidder with their title and business name and address.

Bidders shall not remove and submit the Proposal pages separate from the volume of contract documents, but shall submit their Proposals bound with the complete volume of documents, including all pages correctly assembled.

1.6 ITEMS AND COMPARISON OF BIDS

Since the Proposal is comprised of a single item of work without an estimated quantity, the Bids will be compared only on the unit price bid. The Contract will be awarded based on the lowest unit price bid, providing the Bidder is qualified to perform the required service.

1.7 RIGHT TO REJECT BIDS

The Township reserves the right to waive any informality in the bids or to reject any or all bids if it is in the public interest to do so.

1.8 PERFORMANCE AND PAYMENT BOND

The Contractor shall provide to the Township of Upper Deerfield a Performance and Payment Bond in the amount of Twenty Thousand Dollars (\$20,000.00) as guarantee for faithful performance of the Contract and payment of all costs incurred by the Contractor in performing the work.

1.9 METHOD OF PAYMENT

The Contractor shall submit a billing to the Township on a monthly basis showing the number of cubic yards of materials actually removed from the convenience center to each of the designated locations at the unit price bid of this service. Payments to the Contractor will be made on a monthly basis after review and concurrence with the Contractor's billing.

1.10 EXECUTION OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within seven calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND Forms. In case of failure of the BIDDER to execute the Agreement, the Township may at his option consider the BIDDER, in default, in which case the BID BOND accompanying the proposal shall become the property of the Township.

The Township reserves the right, at its sole discretion, to terminate the contract on 60 days prior written notice,

The Township within seven days of receipt of an acceptable Performance BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

The NOTICE TO PROCEED shall be issued within seven days of the execution of the Agreement by the Township. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the Township and CONTRACTOR. The entering of a written contract with the Township shall be deemed the equivalent of a NOTICE TO PROCEED for the requested services.

1.11 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

A. WORKMEN'S COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of the contract Workmen's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide such Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation Statues, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any Subcontractor performing work covered by this contract, for claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

1. Commercial General Liability \$1,000,000
2. Automobile Liability \$1,000,000
3. Workers Compensation Statutory
4. Municipality to be named as "Additional Insured"
5. 60 days notice of cancellation
6. Hold Harmless Agreement included in contract

C. CONTINGENT LIABILITY: The above policy for public liability and property damage insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operation of the Subcontractors.

D. PROOF OF INSURANCE COVERAGE: The Contractor shall furnish the Township with satisfactory proof of the insurance required prior to the commencement of work. Certificates in addition to showing of insurance shall also provide that the Township shall be given ten days advance notice in the event of cancellation of the coverages shown or of any reduction of the limits below the specified limits given herein.

1.12 DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS

During the performance of this contract, the Contractor, Subcontractor, or any person acting on the behalf of the Contractor or Subcontractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or ancestry. The Contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions 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 State Treasurer of any political subdivision or agency delegated responsibilities by him pursuant to P.L. 1975, c. 127.

B. The Contractor 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 race, religion, color, sex or national origin or ancestry.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this specification and under rules, regulations and orders promulgated by the State Treasurer pursuant to his authority under P.L. 1975, c. 127. The Contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.

D. The Contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 and with all provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

E. The Contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C. 127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The Contractor will permit access to his books, records, and accounts by a duly appointed representative of the State Treasurer for the purposes of investigation to ascertain compliance with rules, regulations and orders adopted pursuant to P.L. 1975, c.127 and pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

F. In the event of the Contractor's noncompliance with this specification or of any rules, regulations or orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 or with the provisions of N.J.S.A. 10:2-1 through 10:2-4 or rules or regulations promulgated thereunder, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible by the State Treasurer for further public works contracts. Such other sanctions as may be adopted by the State Treasurer pursuant to P L 1975, c.127, may be imposed for the aforementioned violations.

G. The Contractor will include all of clauses "a" through "f" P.L. 1975, c.127 or rules, regulations or orders promulgated thereunder by the State Treasurer, so that all of the aforementioned clauses will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.

H. The contract may be cancelled or terminated by the owner, all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms of conditions of this Section.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY

the City of _____

in the County of _____

and the State of _____

of full age, being duly sworn according to law on my oath depost and say that:

I am _____

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

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

(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to _____
before me this day
of 20

Notary Public
My Commission Expires , 20

PROPOSAL

1. TO THE TOWNSHIP COMMITTEE OF UPPER DEERFIELD TOWNSHIP:

2. Pursuant to and in compliance with the invitation to bid and the plans and specifications for "Hauling of containers to designated locations", dated November 2008, the undersigned, having become thoroughly familiar with the terms and conditions of the said plans and specifications and with local conditions affecting the performance and costs of the work at the place where the work is to be completed and performed, and having fully inspected the site in all particulars. hereby proposes and agrees to perform the work required within the time stated and in strict compliance with the plans and specifications, including furnishing of any and all labor and materials, and to do all of the work required to construct and complete said work in accordance with the said plans and specifications for the following UNIT PRICES:

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> <u>2011/2012</u> | <u>UNIT PRICE</u> <u>2012/2013</u> | <u>UNIT PRICE</u> <u>2013/2014</u> |
|-------------|---|---------------------------------------|---------------------------------------|---------------------------------------|
| 1. | Hauling, Handling and Emptying of 40 Cubic Yard Compactor Container to Cumberland County Landfill | \$ _____ | \$ _____ | \$ _____ |
| 2. | Hauling, Handling and Emptying of 20 to 40 Cubic Yard Container to Cumberland County Landfill | \$ _____ | \$ _____ | \$ _____ |
| 3. | Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Cumberland Recycling Corp. of South Jersey, N. Delsea Drive, Millville, NJ | \$ _____ | \$ _____ | \$ _____ |
| 4. | Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Cumberland Recycling Corp. of S. Jersey, 702 S. West Blvd., Vineland, NJ | \$ _____ | \$ _____ | \$ _____ |
| 5. | Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Giordano Vineland Scrap & Metal Co, 110 No Mill Rd., Vineland, NJ | \$ _____ | \$ _____ | \$ _____ |
| 6. | Hauling, Handling and Emptying of 20 to 40 Cubic Yard Recycle Container to Nature's Choice, 1310 Highway 77, Seabrook, NJ | \$ _____ | \$ _____ | \$ _____ |
| 7. | Loading Brush, Hauling and Emptying of 20 to 40 Cubic Yard Recycle Container to Nature's Choice, 1310 Highway 77, Seabrook, NJ | \$ _____ | \$ _____ | \$ _____ |
| 8. | Loading Brush, Hauling and Emptying of 20 to 40 Cubic Yard Recycle Container to SJAP, Highway 77 Upper Pittsgrove, NJ | \$ _____ | \$ _____ | \$ _____ |

Accompanying this proposal is a certified check or cashier's check payable to the Township of Upper Deerfield, or a Bid Bond in the amount of 10 percent of the bid amount not to exceed \$20,000 in favor of the Township of Upper Deerfield, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project or furnish the bond required within the stipulated time. Otherwise, the check will be returned to the undersigned. The undersigned is a (Individual, Corporation or Partnership) under the laws of the State of New Jersey,

having principal offices at _____

Signed: _____

Address: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, hereinafter called the Principal,

as Principal, and the _____,

_____ of _____

a corporation duly organized under the laws of the State of _____,

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

hereinafter called the Obligee, in the sum of _____

_____ Dollars

(\$ _____), for the payment of which, 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 given such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified 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 _____ A.D 20____ in the presence of:

_____ (Seal)

SURETY

In consideration of the premises and of one dollar to it in hand paid by the Principal, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the Contract, for which the preceding estimate and proposal is made, be awarded to the person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the said Township, and if the said person or persons shall omit or refuse to execute such Contract if so awarded, it will pay, without proof of notice or demand, to the said Township the difference between the sum to which said person or persons would have been entitled upon the completion of such contract and the sum which the said Township may be obliged to pay the person to whom the contract may be afterwards awarded, the amount in each case to be determined by the bids.

In witness whereof, said corporation has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ day of _____, 20

A corporate acknowledgment and statement to be here attached by the Surety Company.

BY _____
(Surety Company)

BY _____
(Contractor)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Name of Bidder. _____

2. Permanent main office address. _____

3. When organized. _____

4. If a corporation, where incorporated. _____

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on Hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company. _____

8. Have you ever failed to complete any work awarded to you? _____

9. Have you ever defaulted on a contract? _____ If so, where and why? _____

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Bank reference. _____

Will you, upon request, fill out a detailed financial statement and furnish any other information requested by Upper Deerfield Township in verification of the recitals concerning the STATEMENT OF BIDDER'S QUALIFICATIONS? _____

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TOWNSHIP OF UPPER DEERFIELD
AFFIRMATIVE ACTION QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACTS

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by our office upon award. This form should be submitted within seven (7) working days of notification.

1. Our company has a Federal Affirmative Action Plan approval.

YES _____

NO _____

A. If yes, submit a photostatic copy of said approval.

B. If no, submit a photostatic copy of the New Jersey State Certificate approval.

2. If you do not have a State Approval, indicate whether you have applied for an Affirmative Action form for completion. (AA 302 - Affirmative Action Employee Information Report).

YES _____

NO _____

I certify that the above information is correct to the best of my knowledge

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE : _____

Contractor: Please complete and sign this form and return it to the Township Clerk, Township of Upper Deerfield, Municipal Building, 1325 Highway 77, Seabrook, NJ 08302 with your contract.

AN EQUAL OPPORTUNITY EMPLOYER

INDEMNITY AND HOLD HARMLESS AGREEMENT

(Contractor, if corporation, also responsible individual of corporation signing individually)

agrees to indemnify and hold harmless the Township of Upper Deerfield and/or Atlantic Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by

_____.(Contractor)

negligent act or omission, or that of anyone employed by them or for whose acts Contractor or Subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Township of Upper Deerfield and/or the Atlantic County Municipal Joint Insurance Fund is made a direct party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.
