

***** SAMPLE CONTRACT *****
(Actual Contract May Be Modified by Borough)

THIS CONTRACT, made this ____ day of _____ 2026, between:

THE BOROUGH OF WOOD-RIDGE
a Municipal Corporation of the State of New Jersey
hereinafter referred to as "**BOROUGH**"

- and -

CONTRACTOR

CONTRACTOR ADDRESS

hereinafter referred to as "**CONTRACTOR**"

W I T N E S S E T H :

WHEREAS, the **BOROUGH** has heretofore duly canvassed the market for goods and services contracted for herein; and

WHEREAS, the **CONTRACTOR** has filed with the **BOROUGH** its proposal in writing in response to the **BOROUGH**'s solicitation of such contract; and

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties as follows:

1. The **CONTRACTOR** shall furnish services and materials necessary to complete the scope of work specified at **PROJECT** as per the attached Borough Engineer's Notice to Proceed, the Borough's Request for Proposals (RFP) and the Contractor's Proposal and Bid Proposal Form, all of which are hereby incorporated and made a part of this agreement. In consideration for said services the **BOROUGH** agrees to pay **PRICE**. Payments to **CONTRACTOR** shall be made upon completion of the services required hereunder.

2. The **CONTRACTOR** agrees to make payment of all proper charges for labor or materials required in the performance this agreement aforesaid and hereby agrees to indemnify, defend and save harmless the **BOROUGH**, its officers, agents and servants against and from all suits and costs of every kind and description and from all damages to which the **BOROUGH** or any of its officers, agents or servants may be put, by reason of injury to the person or property of others, resulting from carelessness in the performance of said Contract or through the negligence of the **CONTRACTOR** or through any improper or defective machinery, implements, materials or appliances used or supplied by the **CONTRACTOR** in the execution of this Contract, or through any act or omission on the part of the **CONTRACTOR**, its agents or servants.

4. The **CONTRACTOR** expressly represents and warrants that it has complied with all the requirements concerning insurance and surety obligations contained in the Insurance schedule attached hereto and made a part hereof.

5. Should any provisions of this Contract be held invalid or unenforceable by a Court of competent jurisdiction, all other provisions shall, nonetheless, continue in full force and effect, to

the extent that the remaining provisions are fair, just and equitable.

6. The parties each respectively agree that they will at any time hereafter, on request, make, execute and deliver any and all releases, waivers and other instruments, papers or documents as the other party may reasonably require for the purpose of giving full effect to the covenants, provisions, promises and terms contained within this agreement, including but not limited to, any documents specifically provided for herein.

7. The Laws of the State of New Jersey shall govern the execution and enforcement of the within Contract.

Borough of Wood-Ridge:

By _____
Christopher W. Eilert
Administrator, CFO, QPA

CONTRACTOR:

By _____

Print _____

INSURANCE REQUIREMENTS

The **CONTRACTOR** shall keep in force the following types of insurance in a company or companies acceptable to the **BOROUGH OF WOOD-RIDGE**.

1. **WORKERS COMPENSATION.** Workers Compensation to comply with the NJ Statutes and any other state where work is to be performed. Coverage for U.S. L & HW Act & Jones Act, if applicable.
2. **COMPREHENSIVE GENERAL LIABILITY.** Minimum policy limits of \$1,000,000. Combined Single Limit. Policy in Standard Form, to include the Occurrence Clause and must include contractors protective liability coverage, completed operations and the Comprehensive General Liability Broadening Endorsement (Form GL0404) or equivalent. Certificate must confirm property damage liability coverage for explosion, collapse and underground damage. If your work is subject to these hazards (SCU Coverage). Policy to be endorsed to make the **BOROUGH OF WOOD-RIDGE and NEGLIA ENGINEERING GROUP** as Additional Insured.
3. **AUTOMOBILE LIABILITY.** Covering all owned, non-owned, and hired vehicles. Minimum policy limit of: \$1,000,000. Combined Single Limit. Policy to be endorsed to make the **BOROUGH OF WOOD-RIDGE and NEGLIA ENGINEERING GROUP** as Additional Insured.
4. **UMBRELLA LIABILITY.** Minimum policy limit of \$5,000,000. per occurrence. \$5,000,000. annual aggregate.
5. **PROPERTY INSURANCE.** The Contractor is required to insure his own property. The **BOROUGH OF WOOD-RIDGE** will not provide any insurance on Contractor's property.
6. **SURETY BOND.** The Contractor must provide a performance surety bond in the amount of this contract, executed by a reputable bonding company authorized to do business in this State.
7. **SUBCONTRACTORS.** Any subcontractors retained by the Contractor must fully comply with the same insurance requirements applicable to the Contractor.

MANDATORY INDEMNIFICATION AGREEMENT

The **Contractor** agrees that it will defend, indemnify and save harmless the **BOROUGH OF WOOD-RIDGE**, its officials, officers, employees, professionals, and agents, and **NEGLIA ENGINEERING GROUP**, its owners, officers, employees, agents, and subcontractors, from any and all liability, suits, actions and demands and all damages, costs or fees on account of injuries to persons or damage to property, including accidental death, arising out of or in connection with the work or by reason of the operations under this agreement.

Before the Contractor shall be permitted to commence the work described in this contract, he shall furnish the Borough with the certificate of insurance from his insurance carrier certifying that the coverages specified above are in effect. The certificates of insurance shall contain a clause stating that the **BOROUGH OF WOOD-RIDGE** is to be notified at least thirty (30) days prior to cancellation of/or material change in this policy.