

# **Township of Lumberton**

## **BID SPECIFICATION**

### **GROUNDS MANAGEMENT PROGRAM**

Due February 21, 2017 2pm

# GROUNDS MANAGEMENT PROGRAM

## Section I

### General

Interested bidders should provide their bid for the Grounds Management Program for the Township of Lumberton in a sealed envelope, addressed to Debra L. Shaw-Blemings, Township Clerk, Lumberton Municipal Building, 35 Municipal Drive, Lumberton, New Jersey 08048. Bids should be identified as "Bid – Grounds Management Program". This contract is being issued pursuant to a fair and open process.

All bids are due on or before February 21, 2017 at 2:00 pm at which time they will be publicly opened and read aloud. The Township cannot accept bids by fax. Prices quoted shall remain in effect for the entire term of this agreement. The Township Committee, Township Administrator and its Solicitor will be the sole discretionary body for consideration or rejection of the bids.

Each potential bidder should inspect each site listed to determine for themselves the nature of the work required. Failure of any Contractor to inspect any or all sites shall not exempt the Contractor from fulfilling all the terms of this contract should they be awarded a contract. The bidder shall contact Tom Shover, General Foreman at (609) 685-2386, preferably 48 hours, but in no case less than 24 hours prior, to arrange site inspections.

### Scope of Work

Lumberton Township (Township) intends to award a contract for the management of our recreation fields and other specified areas throughout the Township identified in this bid specification. For purposes of this solicitation, grounds management includes the supply and application of various types of turf fertilizer & lime; weed, grass and pest control; seeding, field aeration, weekly field inspections to evaluate soil moisture, disease, insects, recommendations on traffic patterns, and maintenance and mowing.

All Contractors shall be properly licensed by the State of New Jersey DEP.

The products listed in this RFP are representative in nature. The Township shall accept equivalent products. Contractors quoting a product other than listed herein must clearly indicate the name of the product being quoted in its proposal. All products shall be used in accordance with the manufactures label.

Each Contractor shall address each requirement included in this RFP. The Contractor may provide a narrative to explain or clarify any requirement, highlight experience performing this type of work, or provide examples of similar efforts that demonstrate best value to the Township. The Contractor will use the proposal form on page 5 of this RFP to submit quotes. The Township reserves the right to increase or decrease the number of sites, the number of applications, and the product is applied to best meet its needs.

### Term of Contract

The term of this contract shall be from time of award through November 30, 2018. A sample contract is found on page A-8. Price is to include services from March 2017 and 2018 will be the entire year. The township reserves the right to extend the contract for an additional year (2019) at the rate set for 2018.

### Requirements

Between March 1 and Nov 30, the Contractor shall perform weekly inspections for the Municipal Complex Game Fields to evaluate soil moisture, regulate the sprinkler system, inspect for disease and insects and make recommendations on traffic patterns. The Contractor shall submit a monthly written report to be emailed to the Township Administrator, Municipal Clerk, and General Foreman before the last day of the month on the overall field conditions and recommendations.

1. All Contractors shall be properly licensed by the State of New Jersey DEP and provide proof of such in its bid.
2. The Contractor shall ensure its employees are authorized to perform the work requested in this bid specification and provide proof of such in its bid.

3. The Contractor shall ensure that all applications are made with proper equipment, conform to the most current D.E.P. regulations and standards and applied in accordance with the manufacturer's product label.
4. The Contractor shall ensure pre-notifications and posting are performed in compliance to New Jersey Department of Environmental Protection (NJDEP) Integrated Pest Managements Standards.
5. The Contractor shall provide MSDS sheets and labels to the Township prior to all applications. Where possible, the Contractor may use alternative techniques to minimize the use of pesticides with the approval of the Township.
6. Between contract award and Nov. 30, each year, the Contractor shall perform weekly inspections (38 inspections maximum) of the municipal complex game fields to evaluate soil moisture, regulate the sprinkler system, inspect for disease and insects and make recommendations on traffic patterns, treatment schedules and suggest follow-on maintenance for the next year. See Table 1 for the field's that shall be inspected.

Total of Municipal Fields	885,750
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**Table 1 - Municipal Field Sizes**

7. The Contractor shall repair or replace broke sprinkler heads within 1 business day after notified or observed. The Contractor's bid quote shall identify the rate to replace one (1) head Hunter Model I-40) (parts + labor), and a discounted rate per sprinkler head for replacing four (4) sprinkler heads or more during a single visit.
8. The Contractor shall apply a granular, slow release fertilizer at a rate of 1.00 lb N/1000 sq. ft IAW the timeline in Table 2 for those fields specified in Table 1 (885,750 sq ft total). Bid quote shall specify a total cost and the rate per 1000 sq ft.
9. The Contractor shall ensure that there not be less than 3 weeks between consecutive fertilizer applications.

Early Spring	15 Mar - 15 Apr
Late Spring	1 May - 15 May
Early Summer	1 Jun - 1 Jul
Late Summer	1 Aug- 20 Sep
Early Fall	20 Sept - 1 Oct
Late Fall	1 Oct - 1 Nov

**Table 2 – Fertilizer Application Timeline**

10. The Contractor shall apply the weed and pest control treatments specified in Table 3 for those areas specified in Table 1(885,750 sq ft total). Bid quote shall specify a total cost and the rate per 1000 sq ft.

1 Mar – 30 April	Pre-emerge crabgrass control
1 May – 30 May	Broadleaf weed control
1 Jun – 30 Jun	Insect control

**Table 3 – Weed and Insect Application Timeline**

11. The Contractor shall core aerate the municipal complex playing fields in conjunction with the early fall fertilization schedule IAW best commercial practices. Field sizes are identified in Table 1(885,750 sq ft total). Bid quote shall specify a total cost and the rate per 1000 sq ft.
12. The Contractor shall *propose* a weed control schedule and cost for locations identified in Table 4 (368,497 sq ft total). Bid quote shall specify a total cost and the rate per 1000 sq/ft. The Contractor shall apply Roundup, or a product with the same active ingredient, with a pre-emergent, according with the manufacturer's recommended rate. Areas not responding properly to the Contractors scheduled applications shall be re-treated by the Contractor at no charge to the Township. The use of a subcontractor for this requirement is prohibited.

13. Field Renovation: The Contractor will provide to the Township for approval a field resting schedule no later than December 1<sup>st</sup> of each year. During the first year of the contract, the contractor will provide this schedule within 45 days of being awarded the contract. Only if directed by the Township, the Contractor shall provide slit seeding in two directions with a mixture of certified 90% Turf tall fescue 10 % Kentucky bluegrass @ 4.5 lbs. per 1000 sq ft for a total area of 885,750 sq. ft. Bid quote shall specify a total cost and the rate per 1000 sq ft.

14. Starter Fertilizer: When directed by the Township, the Contractor shall replace any fertilizer/pre-emergent/broad leaf application with a granular starter fertilizer application in coordination with a seeding/re-seeding program. Starter fertilizer shall be 20-10-10 and applied at the rate of 1 lb nitrogen per 1000 sq. ft. Bid quote shall specify the rate per 1000 sq ft only. **This cost shall not be included in the Contractor’s total bid amount.**

15. The Contractor shall provide at least 3 references that demonstrate like or similar experiences related to this bid specification (e.g., athletic fields, sports complexes, sod farms, golf courses).

Village Green Park Playground	44,035 sq ft.
Bryan Freeman Park Playground	13,200 sq ft.
Bryan Freeman – 2 ball fields	15,000 sq ft.
Bryan Freeman Gravel Lot	10,000 sq ft.
Turnbridge Tot Lot Playground	2,691 sq ft
Canterbury Tot Lot Playground	2,044 sq ft.
Country Village Playground & Tot Lot	6,598 sq ft
Country Village Gravel Parking Lot	9,100 sq ft.
BMX Track & BMX Parking Lot	60,000 sq ft
Municipal Complex Playground/Parking –field side	19,500 sq ft.
Municipal Complex Gravel Lot	25,278 sq ft.
Walking Trail	15,051 sq ft.
Public Works Yard	146,000 sq ft.
*Total of 13 Locations; 368,497 sq ft	

**Table 4 - Weed Control Locations**

17. Mowing. Mowing, trimming and edging of all turf areas around the Municipal Complex and Bryan Freeman Park shall be done on a weekly basis or more to maintain the grass at 3” height during the fall and a 3 ½” height during the summer beginning in April and through October. All grass clippings are to be picked up and removed from the property. Mowing shall occur no earlier than Wednesday, no later than Friday. The grass shall be cut to a height of no shorter than 3”, no higher than 3 ½ “

**Evaluation Factors**

The evaluation factors in this bid specification and their relative importance are within the broad discretion of the Township, subject to the following requirements; experience, quality of service and cost.

The objective of the evaluation process is to select the proposal that represents the lowest cost to the Township; therefore, in making this award decision, cost will be weighted twice as much as quality of service and previous contractor experience. However, any bidder must address every requirement to be considered.

## SECTION III

### **Bid Form, Lumberton Grounds Management Program** Bidders must complete this form in its entirety

All Contractors shall be properly licensed by the State of New Jersey DEP and provide proof of such in its bid.  
Is this included in your bid? Yes\_\_\_\_No\_\_\_\_

The Contractor shall ensure its employees are authorized to perform the work requested in this bid specification and provide proof of such in its bid.  
Is this included in your bid? Yes\_\_\_\_No\_\_\_\_

The Contractor shall ensure that all applications are made with proper equipment, conform to the most current D.E.P. regulations and standards and applied in accordance with the manufacturer's product label.  
Can you meet this requirement? Yes\_\_\_\_No\_\_\_\_

The Contractor shall ensure pre-notifications and posting are performed in compliance to New Jersey Department of Environmental Protection (NJDEP) Integrated Pest Managements Standards.  
Can you meet this requirement? Yes\_\_\_\_No\_\_\_\_

The Contractor shall provide MSDS sheets and labels to the Township prior to all applications.  
Can you meet this requirement? Yes\_\_\_\_No\_\_\_\_

The Contractor shall ensure that there not be less than 3 weeks between consecutive fertilizer applications  
Can you meet this requirement? Yes\_\_\_\_No\_\_\_\_

The Contractor shall provide at least 3 references that demonstrate like or similar experiences related to this bid specification (e.g., athletic fields, sports complexes, sod farms, golf courses).  
Is this included in your bid? Yes\_\_\_\_No\_\_\_\_

Weekly Inspections (38 maximum inspections) Cost\_\_\_\_\_

Monthly Reports (9 total reports) Cost\_\_\_\_\_

Sprinkler System Mgmt. Spring Start up & Winterize (Mar – Nov) Cost\_\_\_\_\_

Sprinkler head repair-Single (Hunter Model I-40) Rate per head\_\_\_\_\_Sprinkler head  
repair-4 or more (Hunter Model I-40) Rate per head\_\_\_\_\_

Early Spring Granular Fertilizer - slow release at 1 lb N/1000 sq. ft Total for 885,750 sq ft\_\_\_\_\_  
Amount per 1000sq/ft\_\_\_\_\_

Pre-emerge crabgrass control Total for 885,750 sq ft\_\_\_\_\_  
Amount per 1000sq/ft\_\_\_\_\_

Late Spring Granular Fertilizer- slow release at 1lb N/1000 sq. ft. Total for 885,750 sq ft\_\_\_\_\_  
Amount per 1000sq/ft\_\_\_\_\_

Broadleaf weed control Total for 885,750 sq ft\_\_\_\_\_  
Amount per 1000sq/ft\_\_\_\_\_

Early Summer Granular Fertilizer- slow release at 1lb N/1000 sq. ft. Total for 885,750 sq ft\_\_\_\_\_  
Amount per 1000sq/ft\_\_\_\_\_

Mid Summer Insect control Total for 885,750 sq ft\_\_\_\_\_  
Amount per 1000sq/ft\_\_\_\_\_

Late Summer Granular Fertilizer - slow release at 1 lb N/1000 sq. ft. Total for 885,750 sq ft\_\_\_\_\_

Early Fall Granular Fertilizer - slow release at 1 lb N/1000 sq. ft. Amount per 1000sq/ft \_\_\_\_\_  
Total for 885,750 sq ft \_\_\_\_\_  
Amount per 1000sq/ft \_\_\_\_\_

Late Fall Granular Fertilizer - slow release at 1 lb N/1000 sq. ft. Total for 885,750 sq ft \_\_\_\_\_  
Amount per 1000sq/ft \_\_\_\_\_

Field Core aeration Total for 885,750 sq ft \_\_\_\_\_  
Amount per 1000sq/ft \_\_\_\_\_

Weed Control – (Table4 locations) Total weed control bid \_\_\_\_\_  
Amount per 1000sq/ft \_\_\_\_\_  
Can you meet this requirement without using a sub contractor? Yes \_\_\_ No \_\_\_  
Does a proposed weed control schedule accompany your bid? Yes \_\_\_ No \_\_\_

Non Irrigated Field Program Total \_\_\_\_\_

Slit seeding Total for 282,750 sq ft \_\_\_\_\_  
Amount per 1000sq/ft \_\_\_\_\_

Mowing -Weekly Total for Weekly Mowing  
Municipal Complex 28 Acres \$-----  
Bryan Freeman Park 14.8 Acres

**Total Bid Price\$** \_\_\_\_\_  
(per year)

**OPTIONS**

Lime Amount per 1000sq/ft-----  
1 ton per acre

Soil Test Per Test \_\_\_\_\_

Starter Fertilizer Amount per 1000sq/ft\_\_\_\_\_

## **SECTION IV**

### **Termination of Contract**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under this contract, or if the Contractor shall violate any of the requirements of this contract, the Township of Lumberton shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination. Such termination shall relieve the Township of any obligations for balances due the Contractor of any sum or sums set forth in the contract.

In the case of default by the Contractor, the Township may procure the goods or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

At any time should the Township determine that any or all of the services described herein become unnecessary; the Township reserves the right to terminate any or this entire contract upon thirty days written notice.

Strikes, walkouts or other such instances shall be reason for the Township to immediately acquire other services until such time the Contractor can again complete the remainder of the contract. Such actions may also be cause for the Township to terminate the contract, at the Township's discretion.

Continuation of the terms of this 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 Township reserves the right to terminate this contract upon thirty days written notice.

### **Quality Assurance**

The Township reserves the right to inspect and require samples of material being applied. Samples may be tested by the Township for quality assurance. Should at anytime a tested sample result indicate that the products fail to meet the required specification; the Township shall withhold payment for those services affected until such time that the contractor has remedied the condition to the satisfaction of the Township, at no additional charge to the Township.

### **Non-Collusion Affidavit**

The Contractor shall include the Non-Collusion Affidavit form on page 8 of this document with its bid.

### **Mandatory Affirmative Action Language - P.L. 1975 c.127 (N.J.A.C.17:27)**

The Contractor shall comply with all the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 throughout the performance of this contract.

### **New Jersey Business Registration Requirements**

In accordance with P.L. 2004 c.57, each bidder shall provide with their bid a Business Registration Certificate issued by the State of New Jersey. Please note that having provided this form to the Township previously may not exempt you from providing this form with a bid. See page 9 of this document for the Business Registration Certificate.

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.

### **Use of Subcontractors**

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.

### **Stockholders Disclosure**

If the bidder is a corporation or partnership, there must accompany its bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent, or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. If one or more stockholders or partnership, the stockholders holding ten (10%) percent or more of that corporation's stock, or the individual partner owning ten (10%) percent, or greater interest in that partnership, must be set forth as aforesaid.

All bidders shall comply with the act relating to a disclosure statement to conflict of interest as per P.L., 1977, c.33, and shall submit the completed and signed disclosure statement at page 10 of this document. Failure to submit this information may be cause for the rejection of the bid, at the option of the Township.

### **Purchase Order Requirements**

No work shall be performed, services rendered or material provided by the successful bidder unless a proper purchase order has been issued by the Township of Lumberton in accordance with Chapter 92 of the Code of the Township of Lumberton entitled "Purchase Procedure".

Requests for payment of material or services delivered shall be made on Township of Lumberton vouchers with copies of supplier's invoices attached which shall specify the quantity, description, unit and extended prices of each item delivered. Payments shall not be provided on a frequency less than a monthly basis after services are rendered and vouchers are timely submitted for review and processing.

### **Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Provisions of Title II of the Act are made a part of this contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

### **Insurance**

The Contractor shall provide certificate of insurance naming the Township of Lumberton as additional insured and certificate holder within 2 business days from contract award. Insurance minimums are on page 12 of this document.

### **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/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

### **Errors and Changes**

All changes or corrections made to the bid pages should be crossed out, re-written and initialed by the individual making the change. Failure of the bidder to initial changes may be cause for rejection of the bid.

Where there are discrepancies between unit price bid and extended amounts, the unit price shall prevail. In the event of discrepancies between extended amounts and totals the extended amounts shall prevail.

### **Disclosure of Contributions**

Starting in January 2007, all 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).



**NON-COLLUSION AFFIDAVIT**  
**This Statement Must Be Included with Bid Submission**

State of New Jersey County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making this proposal  
(title or position) (name of firm)

for the bid entitled \_\_\_\_\_, and that I executed the said proposal with full authority to do  
(title of bid proposal)

so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Lumberton relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2017 \_\_\_\_\_  
(Date) (Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**Business Registration Certificate**  
**This Statement Must Be Included with Bid Submission**

The undersigned is a  partnership,  corporation,  individual (check one) under the laws of the State of

New Jersey

Other \_\_\_\_\_

I hereby certify that I have read and fully understand the specifications provided by the Purchasing Agent and further certify that the bid hereon, and information attached hereto, is within full compliance of said specifications.

Bidder (Company) : \_\_\_\_\_

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

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

(Please Type or Print Name)

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

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

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

DATE: \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**This Statement Must 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:

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership       Limited Liability Corporation       Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me this day

Signature

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, 2017  
Date                      Type or print name of affiant under signature

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

\_\_\_\_\_  
(Corporate Seal)

Notary public of

My Commission expires

\_\_\_\_\_  
(Seal)

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

### **Equal Opportunity for Individuals with Disability**

The contractor and the Township of Lumberton, (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. S121 01 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.

## **INSURANCE COVERAGE**

The successful bidder, upon award and prior to commencement of work, shall file with the Township of Lumberton Certificates of Insurance to provide as follows:

The limits of liability for insurance required for this contract shall provide coverage for not less than the following amounts or greater where required by law.

### **WORKER'S COMPENSATION:**

- a. State Statutory
- b. Applicable Federal: Statutory
- c. Employer's Liability: \$300,000.00

**COMPREHENSIVE GENERAL LIABILITY:** Comprehensive General Liability Insurance will provide explosion, collapse and underground coverage's where applicable.

- a. Bodily Injury: \$1,000,000 each occurrence
- b. Property Damage: \$1,000,000 each occurrence
- c. Personal Injury: with employment exclusion deleted, \$1,000,000 Annual Aggregate
- d. Automobile Liability: \$1,000,000.00

## GROUNDS MANAGEMENT CONTRACT

THIS CONTRACT made this \_\_\_ day of \_\_\_\_\_, 2017 by and between the TOWNSHIP OF LUMBERTON, a municipal corporation of the State of New Jersey, party of the first part (hereinafter called Township) and \_\_\_\_\_, (hereinafter called Contractor), party of the second part.

### WITNESSETH

That the said Contractor for the consideration hereinafter mentioned, does for themselves, their heirs, executors, administrators, successors and assigns, covenant, promise and agree, to and with the said Township, its successors and assigns, that the said Contractor shall and will supply fertilization to the Township of Lumberton in accordance with the specification for the work entitled, "*Grounds Management Program*" which specifications and bid form of Contractor submitted (*Date*), are made a part of this Contract as fully and entirely as if the same were entered herein, and again set forth.

Affirmative Action requirement - During the performance of this contract, the Contractor agrees to comply with P.L. 1975, c.127 (N.J.A.C., 17:27).

AND in all respects conforming to and complying with the requirements and provisions of the said specifications, according to the terms and conditions thereof, and providing and furnishing all the material and labor necessary for such work at its own proper cost and expense according to the terms and conditions of said specifications.

AND in all respects comply with all requirements of the Labor Laws of the State of New Jersey, applicable to contracts on behalf of the Municipal Government for construction, alteration, or repair of any building or public work, including particularly, be without limitation of the foregoing, the provision that not less than the prevailing rate of daily wages in the locality where the work is performed shall be paid to mechanics, workmen and laborers employed by the contractors or subcontractors or by or in behalf of the State or any county or municipality.

IN CONSIDERATION WHEREOF, the said Township of Lumberton doth covenant, promise and agree, to and with the Contractor, that it the Township, shall and will, in consideration of the covenants and agreements herein contained being strictly performed and kept by the Contractor as specified, pay or cause to be paid, unto the Contractor the sum of \_\_\_\_\_.

Payment shall be made to the said Contractor by orders upon the Treasurer of said Township, founded upon estimates of the Township Committee as to the amount of work done or articles furnished and delivered, or both, and upon presentation by the said Contractor, to the Township Treasurer of said Township an appropriate voucher setting forth, in writing, the amount of work done or goods furnished, and that the work done or articles furnished are according to this Contract, and according to law.

AND it is distinctly and mutually understood and agreed by and between the parties hereto, that in case a default is made in the completion of the Contract within the time specified, in accordance with the terms and conditions hereof, such money as may be due to the said Contractor, or such as would have become due had the terms and conditions of this Contract and agreement been complied with, shall be and is hereby forfeited to the said Township, and the said Township is free to use the same in and about the completion of the said contract, and in case the said Township is put to any costs and expenses over and above the contract price of the Contractor, in and about the completion of the Contract, the said Contractor for themselves, itself, their heirs, executors, administrators,

successors and assigns, expressly agree to hold themselves, itself, their heirs, executors, administrators, successors and assigns, liable therefore, and hereby covenant and agree to make good the same to the Township. Upon Township determination that services provided by the contractor are unsatisfactory, said contract may be canceled subject to thirty (30) day written notice being provided to the contractor.

AND it is expressly understood and agreed that no money shall be paid to the Contractor except as above provided, and for the faithful performance of all and every of the articles and agreements above mentioned, the said parties to this agreement are hereby bound, each to the other, firmly by these presents.

The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and defend, indemnify and save harmless the Township of Lumberton, its officers, agents and servants and each and every one of them against and from all suits and cost of every name and description, and from all damages to which the said Township of Lumberton 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 work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the said Contractor in the aforesaid work or through any act or omission on the part of the said Contractor, or his agent or agents. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Township out of, or by reason of, the work done and materials furnished under this contract.

All services, furnishing of material and labor necessary to fulfill the obligations of the Contractor shall be completed within and in accordance with the schedule established in the bid specifications.

AND it is expressly understood and agreed that this Contract and the referenced inclusion of the bid documents represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties hereto.

IN WITNESS WHEREOF, the Township of Lumberton has caused its corporate seal to be affixed and attested by its Clerk and these presents to be signed by its Mayor and \_\_\_\_\_, has caused these presents to be properly executed, both the day and year first above written.

TOWNSHIP OF LUMBERTON

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk (Seal)

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary (Seal)