

TOWNSHIP OF WATERFORD  
CAMDEN COUNTY, NEW JERSEY  
BID SPECIFICATION

LAWN AND GROUNDS MAINTENANCE  
MARCH 15<sup>TH</sup>, 2019 TO DECEMBER 31<sup>ST</sup>, 2019

BIDS DUE: FEBRUARY 20<sup>TH</sup>, 2019

NAME OF BIDDER: \_\_\_\_\_

LAWN AND GROUNDS MAINTENANCE  
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WATERFORD TOWNSHIP  
PROPOSAL INSTRUCTIONS

1. The bidder must be an individual, firm or partnership or recognized and established standing.
2. No proposal will be allowed to be withdrawn for any reason whatsoever after it has been presented to the Township.
3. All proposals must be submitted on the proposal form furnished with the contract documents. All proposals shall be typewritten or penned. Any exceptions to the bid must be noted on the proposal page or attached thereto.
4. Proposals must be enclosed in sealed envelopes, bearing of the outside the name and address of the proposer, and must be delivered no later than the time and place indicated in this packet.
5. Proposals may be hand delivered or mailed. In the case of mailed proposals, the Township will not assume responsibility for proposals forwarded through the mail if lost in transit at any time before the due date. All proposals received after the designated date and time will not be considered.
6. All proposals must be accompanied by an executed Non-Collusion Affidavit, a Statement of ownership, an Affirmative Action Questionnaire and a Site Inspection Affidavit.
7. The Township of Waterford normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case more than 60 days. Exceptions to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that “any bidders who consent thereto may, at the request of the contracting unit, have their proposals held for consideration for such longer period as may be agreed.” All prospective bidders are advised of this schedule since proposals must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the Township and the bidder.
8. The Township reserves the right to reject any and all proposals and to make such awards as may be in its best interest. The township also reserves the right to waive any informalities or irregularities in any proposals.
9. This contract, the instructions to bidders, bid forms and the specifications which together form the contract documents are intended to fully cooperate with and complement each other. The contractor hereby represents that prior to the submission of his bid, he has read each and every clause and section of the contract documents and he has considered the same and all matters which can in any way affect performance under this agreement and made investigations relating thereto, and he agrees that he will not make any claim

nor have any right to damages or extension of time for performance of this contract, or any other concession because of any misinterpretation or misunderstanding of this contract or the specifications or because of any lack of information.

10. Equal or Tie. The Township reserves the right to award at their discretion to any of the tied bidders.
11. The successful bidder shall observe and comply with all Federal and State laws, rules and regulations and local ordinances that affect those engaged or employed in the performance of the work described herein. Attention is directed to occupational health and safety regulations.
12. Note that it is now mandatory to submit a New Jersey Business Registration Certificate with all public requests for bids or proposals. Failure to submit the certificate will result in rejection of the bid.
13. Payment will be made within 30 days of receipt of properly tabulated invoices. Payments by the Township are made on a monthly basis and will be done according to normal Township payment procedures.
14. Contract award, if made, for Lawn and Grounds Maintenance shall be based upon the lowest responsible and responsible proposal submitted for the Grand Total as requested.
15. Contractors are to take note that a schedule shall be submitted to the Public Works Department or the Township Administrator, for all cuts, prior to the start of the contract.

## INSURANCE REQUIREMENTS

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of New Jersey as will protect himself, his subcontractors and the Owner from claims in bodily injury, death or property damage which may arise from the operations under this contract. The Contractors shall not commence work under this contract until he has obtained all insurance required under this section and until he has filed the Certificate of Insurance or a certified copy of the insurance policy with the Township. Each insurance policy shall contain a clause that it shall not be canceled by the insurance company without ten (10) days written notice of the Owner of intention to cancel. An endorsement showing the Township of Waterford to be additional insured shall be included in all policies.

The amounts of such insurance shall not be less than the following:

1. Workers Compensation and Employer's Liability – as Required the State
2. General Liability –
  - a. Bodily Injury \$1,000,000.00 per occurrence
  - b. Property Damage \$1,000,000.00 per occurrence
  - c. Bodily Injury \$1,000,000.00 aggregate  
Property Damage Combined
3. Automobile Liability –
  - a. Bodily Injury & Property \$1,000,000.00 per occurrence  
Damage Combined \$1,000,000.00 aggregate

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**Goods, Professional Service and General Service Contracts**

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

- a. 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, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, 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, affection or sexual orientation 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 for the provisions of this nondiscrimination clause.
- b. 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, affection or sexual orientation or sex.
- c. 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.
- d. 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.
- e. 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.
- f. 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, affection or sexual orientation or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

**Affirmative Action Certification:**

The Undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S>A> 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

Company: \_\_\_\_\_

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

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**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 below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
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)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY    )  
COUNTY OF CAMDEN    )    SS:  
TOWNSHIP OF WATERFORD)

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named project, and, and that I executed the said Proposal with the full authority so to do: 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 Waterford 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 employees established commercial or selling agencies maintained by

\_\_\_\_\_ (N.J.S.A. 52:34-15)  
(Name of Contractor)

Subscribed and sworn to \_\_\_\_\_  
Before me this \_\_\_\_\_ day \_\_\_\_\_  
of \_\_\_\_\_, 2019 \_\_\_\_\_  
Name & Title of Affiant

Notary Public of: \_\_\_\_\_ My commission expires \_\_\_\_\_

SITE INSPECTION AFFIDAVIT

I, \_\_\_\_\_, on behalf of the bidder,  
\_\_\_\_\_, do hereby declare that I or my  
duly authorized representative, did adequately inspect the project for the purpose of being fully  
informed as to the location and condition of the properties to be cared for under the bid for Lawn  
and Ground Maintenance. I inspected the project sites on the \_\_\_\_\_ day of \_\_\_\_\_,  
2019, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the  
sites and the nature and extent of the work to be performed under this contract.

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Company

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public of:

My commission expires \_\_\_\_\_, 20\_\_\_\_

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

In accordance with the New Jersey Business Registration Certificate law P.L. 2004, c. 57, effective September 1, 2004, all business organizations that do business with the Township are required to be registered with the State and must provide the Township with a copy of a Business Registration Certificate. Failure to provide proof of registration shall be considered a fatal defect and will result in a mandatory rejection of the bid.

### **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.

### **Obtaining a New Jersey Business Registration Certificate**

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may:

1. Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes”.
2. Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
3. Call the Division at 609-292-1730 to have the form mailed to you.
4. Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252. Individuals may submit the attached Form NJ-REG-A (page 17) or may download it from the web at [www.nj.gov/treasury/revenue/pdfforms/reg\\_a.pdf](http://www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf)

TOWNSHIP OF WATERFORD  
BID CHECKLIST

	<u>REQUIRED</u>	<u>RECEIVED</u>
1. Bid Proposal Sheet	<u>X</u>	_____
2. Bid Bond (10% or \$20,000 whichever is less )	_____	_____
3. Consent of Surety	_____	_____
4. Statement of Ownership	<u>X</u>	_____
5. Non-Collusion Affidavit	<u>X</u>	_____
6. Site Inspection Affidavit	<u>X</u>	_____
7. Prevailing Wage Certification	_____	_____
8. Contractor's Qualification Statement	<u>X</u>	_____
9. Subcontractors List	_____	_____
10. Affirmative Action Certificate	<u>X</u>	_____
11. New Jersey Business Registration Certificate	<u>X</u>	_____
12. Public Work's Contractor's License	<u>X</u>	_____
13. Bidder Acknowledges Intent to Comply with the Following:		
a. Insurance Requirements	<u>X</u>	_____

**ALL ITEMS THAT ARE CHECKED MUST BE INCLUDED WITH YOUR PROPOSAL  
OR YOUR BID MAY BE REJECTED AS NON-RESPONSIVE.**

PROPOSAL FOR LAWN AND GROUND MAINTENANCE

The Undersigned hereby declares that he has fully examined the specifications and other contract documents, and is familiar with all laws ordinances and regulations governing the work and agrees that he will contract to do all of the work and furnish all of the equipment, labor, fuel, materials and all else necessary or required to provide lawn and ground maintenance services for the following costs:

**BASE BID  
OPTION "A" PROPOSAL  
ONE-YEAR CONTRACT  
MARCH 15, 2019 THROUGH DECEMBER 31, 2019**

Item A1 – Supply grounds maintenance in accordance with the attached list to include all labor, supervision, trucking, tools, equipment and materials for the work herein described to ALL locations in Appendix "A"

<u>Service</u>	<u># of Cuts</u>	<u>Rate</u>	<u>Total</u>
1. Recreation Fields	30	\$ _____	\$ _____
2. Retention Basins	18	\$ _____	\$ _____
3. Township Lots & Buildings <i>(common areas &amp; grounds)</i>	30	\$ _____	\$ _____
<b>Total Annual Cost</b>		\$ _____	

**OPTION "B" PROPOSAL**  
**TWO-YEAR CONTRACT**  
**MARCH 15, 2019 THROUGH DECEMBER 31, 2020**

Item B1 – Supply grounds maintenance in accordance with the attached list to include all labor supervision, trucking, tools, equipment and materials for the work herein described to ALL locations in Appendix "A"

<b><u>Service</u></b>	<b><u># of Cuts</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
1. Recreation Fields	30	\$ _____	\$ _____
2. Retention Basins	18	\$ _____	\$ _____
3. Township Lots & Buildings <i>(common areas &amp; grounds)</i>	30	\$ _____	\$ _____
<b>Total Annual Cost</b>		\$ _____	

CONTRACTOR'S QUALIFICATION STATEMENT  
EXPERIENCE, EQUIPMENT, AND FINANCIAL QUALIFICATIONS

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name? \_\_\_\_\_
2. What projects of similar nature has your organization completed? Indicate at least 5 References.

Company	Phone	Contact Person	Type of Contract	Amount of Contract
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

3. Have you, your company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

4. Have you, or your company ever defaulted on a contract?

\_\_\_\_\_

Date \_\_\_\_\_ Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

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

## **PROPOSALS AND SPECIFICATIONS FOR LAWN AND GROUNDS MAINTENANCE**

This specification is for supplying lawn/grounds maintenance for the Township of Waterford to include the furnishing by the Contractor of all labor, supervision, trucking, tools, equipment and materials required for the performance of the works herein after described. All work is to be accomplished in a proper workman like manner to the satisfaction of the Township. The Contractor will not subcontract any portion of this contract.

The Contractor shall be solely and completely responsible for the result of the work. Any loss or damage to lawns, trees or shrubbery, all standing objects (i.e. lamp stanchions, signs, buildings, etc.) including that of an adjacent property, as a result of the Contractor's operations shall be rectified by the Contractor at no cost to the Township and within one (1) week of damage.

### **BASE BID OPTION "A" AND OPTION "B"**

The majority of areas to be maintained can be cut/mowed with push or riding mowers. However, weed eaters or other equipment is necessary for areas such as rough and wet area, drainage ditches and banks.

Mowers shall be required to keep lawn areas at a height no less than 2 ½" and no more than 3 ½". Mowing shall be done at intervals not longer than seven days apart during all seasons when mowing is necessary. Special care is to be taken to avoid throwing grass cutting on building walls and directing grass clippings into mulched shrub beds. **CONTRACTOR MUST HAVE EQUIPMENT AND PERSONNEL CAPABLE OF COMPLETING AND SERVICING THE DESIGNATED AREA IN ONE (1) DAYS TIME**, weather permitting. A physical inspection will be made by a Township representative of equipment to be used by the Contractor prior to the contract being awarded.

ALL AREAS are to have debris (i.e. branches, paper, etc.) cleaned/picked up prior to each mowing. During the spring a thorough cleaning must be completed prior to the first cutting of the season. During the fall season, leaves must be picked up prior to cutting of lawn leaves. When cutting, grass clippings must be collected and not left for onsite mulching. All walkways, passages, roadways etc. must be swept and cleaned after each cutting. All fenced line(s) will be cleaned of any debris at each cutting.

**ALL CURBS, WALK STEPS, TO INCLUDE PARKING LOTS AND DRIVEWAY WILL BE EDGED AT EVERY CUTTING TO HAVE THE EDGE APPEAR SHARP AND NEAT AS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS, (HEREAFTER KNOWN AS THE D.P.W.) DEWEED JOINTS, CRACKS IN WALK, CURB DRIVEWAYS, AND ETC. THERE IS TO BE NO EVIDENCE OF GRASS IN THESE AREAS.**

All leaf rakings including trees and shrub shredding, pine needles, debris, including trash, fallen limbs, pruning from bushes, leaves, etc. shall be removed whenever such materials are found on the site during normal maintenance periods. It shall include raking and removing dead grass (without thatching) and leaves from lawn and shrub beds.

All work is to be completed during regular business hours, Monday to Friday 7:00am to 5:00pm, which is most convenient for the township of Waterford. Services may be provided by whatever method the contactor deems beneficial as long as those methods do not interfere with Township operations, are consistent with commonly adhered to safety practices, and do not violate Federal, State or local laws, statutes or ordinances.

In the event that some scheduled work or activity in various parts of the township interferes with the normal scheduled grounds maintenance of that area, the grounds schedule shall be altered in such a way as to permit work after such Township activity has been completed.

## **SPECIAL PROVISIONS**

**Questions regarding the properties should be directed to Township Administrator, Susan Danson at (856)768-2300 or Public Works Foreman, Vinnie Renzulli at (856) 767-2359.**

Verbal answers are not binding.

All bidders may be investigated as to organization, ability to perform, financial condition and experience. The Township of Waterford reserves the right to reject any bid where the result of such an investigation renders the bid unsatisfactory.

The Department of Public Works will have complete responsibility for performance under the contract.

Weather permitting, weekly grass cutting and weed trimming is anticipated to be required April 1<sup>st</sup> through October 31<sup>st</sup>. After November 1<sup>st</sup>, contractor shall contact Public Works or the Township Administrator for approval prior to mowing

## **PAYMENTS – PAYMENTS ARE MADE ON A MONTHLY BASIS**

Payment shall be made based upon normal Township payment procedures. Payments will be made on a monthly basis upon receipt of a duly executed purchase order and supporting invoice from the contractor.

## **TERMINATION**

In the event that the Contractor shall fail to comply with any of the conditions herein provided and covered by the contract, the township of Waterford shall notify the Contractor of such failure or default and demand that the same be remedied within THREE (3) DAYS. In the event of the failure of the Contractor to remedy the same within said period, the performance bond shall be forfeited. In the event of such action being necessitated, it shall be incumbent upon the Contractor to continue until relieved by a newly selected Contractor.

The Township of Waterford must insist that the Contractor adhere to a written policy of having the Contractor meet with a representative of the Department of Public Works on a monthly basis. In this manner, any questions or problems can be resolved before they become a major issue.

The Township of Waterford reserves the right to reject any or all bids where two (2) or more bidders are tied on the bid submitted, and reserve the right to make the award to one of the tie bidders.

**TERM OF CONTRACT**

The term of this contract shall be March 15<sup>th</sup>, 2019 and ending on December 31st, 2019 for a one-year contractor or March 15<sup>th</sup>, 2019 and ending on December 31st, 2019 for a two year contract. Bidder may bid on any or all options.

**ADDITIONAL WORK**

From time to time, the Township may require additional services. These services may arise as a result of factors which are beyond the control of the Township. All additional services will be billed in accordance with the schedule of values presented by the contractor at the time of the bid. The contractor shall provide any and all service required within the scope of these specifications that may be necessary to maintain the efficient operations of the facilities specified herein. The contractor shall be compensated accordingly as per the schedule of values presented

*THE TOWNSHIP OF WATERFORD RESERVES THE RIGHT TO REVIEW AND CONSIDER  
THE PROPOSALS SUBMITTED FOR A PERIOD OF SIXTY (60) AFTER THE RECEIPT  
THEREOF.*

**APPENDIX “A”**

<b>LOCATION</b>	<b>DESIGNATION</b>
RITTER COMPLEX	RECREATION FIELD
HICKS FIELD	RECREATION FIELD
WATERFORD RECREATION COMPLEX	RECREATION FIELD
THOMAS RICHARDS RECREATION COMPLEX	RECREATION FIELD
BURNT MILL COMPLEX	RECREATION FIELD
WHISPERING PINES RETENTION BASINS	RETENTION BASINS
BEECHWOOD DRIVE BASIN	RETENTION BASINS
SAPLING RUN RETENTION BASIN	RETENTION BASINS
WATERBRIDGE – POND A	RETENTION BASINS
WATERBRIDGE – POND B	RETENTION BASINS
GIBBONS COURT BASIN	RETENTION BASINS
GIBBONS COURT ISLAND	RETENTION BASINS
TROUT DRIVE	RETENTION BASINS
DANA DRIVE	RETENTION BASINS
GREEN MEADOWN DRIVE & LINCOLN AVE	RETENTION BASINS
LONGWOOD LANE & RICHARDS AVE	RETENTION BASINS
COLUMBIA AVE & HOLT BLVD	RETENTION BASINS
WAVERLY AVE	RETENTION BASINS
BEECHWOOD DRIVE	RETENTION BASINS
WILLOW WAY	RETENTION BASINS
TREMONT AVE & CHATEAU	RETENTION BASINS
JOSEPH MAURONE DRIVE	RETENTION BASINS
SAPLING RUN - POND A	RETENTION BASINS
SAPLING RUN – POND B	RETENTION BASINS
PLECZYNSKI DEVELOPMENT (HAYES MILL ROAD)	RETENTION BASINS
CANNERY ROW	RETENTION BASINS
RICHARDS AVE	RETENTION BASINS
ALSARAH COURT	RETENTION BASINS
HAYNES BLVD – POND A	RETENTION BASINS
HAYNES BLVD – POND B	RETENTION BASINS
HAYNES BLVD – POND C	RETENTION BASINS
HAYNES BLVD – POND D	RETENTION BASINS

WHITE HORSE PIKE & PINEHURST DR – POND B	RETENTION BASINS
SHERMAN AVE	RETENTION BASINS
WATERBRIDGE BETWEEN FENCE AND RETENTION BASIN	RETENTION BASINS
WATERBRIDGE COMMON AREAS	ALL AREAS – COMMON GROUNDS
HAINES BLVD	ALL AREAS – COMMON GROUNDS
WATERFORD TOWNSHIP MUNICIPAL COMPLEX	ALL AREAS – COMMON GROUNDS
LIONS PARK @ MUNICIPAL COMPLES	ALL AREAS – COMMON GROUNDS
WATERFORD TOWNSHIP FIRE DEPARTMENT (AUBURN AVE)	ALL AREAS – COMMON GROUNDS & BASIN AREA
SENIOR CITIZEN CENTER	ALL AREAS – COMMON GROUNDS
PUBLIC WORKS COMPLEX	ALL AREAS – COMMON GROUNDS
CENTER OF TOWN – MUNICIPAL LOT	ALL AREAS – COMMON GROUNDS
PUMP STATION #1	ALL AREAS – COMMON GROUNDS
PUMP STATION #2	ALL AREAS – COMMON GROUNDS
PUMP STATION #3	ALL AREAS – COMMON GROUNDS
PUMP STATION #4	ALL AREAS – COMMON GROUNDS
WATER PLANT - CHESILHURST	ALL AREAS – COMMON GROUNDS
WATER TOWER – TODD COURT	ALL AREAS – COMMON GROUNDS
HAINES BLVD	ALL AREAS – COMMON
SAPLING RUN ISLAND	ALL AREAS – COMMON GROUNDS
LINCOLN & OAKWOOD (PARK PLACE)	ALL AREAS – COMMON GROUNDS
WHISPERING PINES (BEHIND MEMORIAL COURT)	ALL AREAS – COMMON GROUNDS
WHISPERING PINES (PAMELA)	ALL AREAS – COMMON GROUNDS

THIS AGREEMENT, made this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2019  
BETWEEN THE TOWNSHIP OF WATERFORD, COUNTY OF CAMDEN, NEW JERSEY  
a municipal corporation of the State of New Jersey, party of the first part, hereinafter called the  
"Township" AND

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

party of the second part, hereinafter called the "Contractor".

WITNESSETH

That the Contractor, for and in consideration of the sums of money to be paid by the Township to the Contractor as hereinafter mentioned, and in further consideration of the promises, covenants and agreements herein entered into between the parties hereto, does hereby covenant, promise and agree to and with the Township as follows:

1. The Contractor shall perform all the labor and furnish all the materials, tools and implements and will well and faithfully perform and complete the entire work of

LAWN AND GROUNDS MAINTENANCE

in strict and entire conformity and in accordance with the Notice to Bidders, Proposal, Conditions, Specifications and other documents relative thereto and hereto annexed and made a part hereof, which Notice to Bidders, Proposal, Conditions and Specifications, together with all documents annexed hereto are collectively called the "Contract Documents", and in consideration of the Contractor performing this contract in the manner herein stated and as stated in the Contract Documents, the Township promises and agrees to pay or cause to be paid to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions therein provided.

2. The Contractor shall maintain adequate insurance to indemnify, hold and save harmless the said Township, its officers, agents, servants and employees from and against all suits, damages, claims, demands and actions for any injury to any person or persons, including injury causing death, and for any injury, damage, and/or destruction of property sustained, or alleged to have been

sustained, by any party or parties, corporation or corporations, in, about and in connection with the work or any part thereof, or by or on account of any act of commission or omission of said Contractor, his employees, servants, agents and/or by reason of, arising out of, in connection with this contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Township may have against the Contractor in law or equity or otherwise.

3. The Contractor covenants and agrees that, anything in this contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Township to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquish for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be and remain in full force and effect with power and authority on the part of the Township to enforce the same without prejudice to any other rights which the Township may have against the Contractor under this contract or the Contract Documents.

4. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over by the Contractor to any person, firm, corporation or association, except upon the express written consent of the Township.

5. Should the work to be performed under this contract be suspended, interrupted or entirely prevented for any reason whatsoever as a result of any judicial determination, no claim for damages of any character shall arise in favor of the Contractor or against the Township.

6. It is expressly understood and agreed, anything to the contrary notwithstanding, that the contracting unit may, upon thirty days written notice to the contractor, elect to terminate the within agreement and upon the date fixed in said notice the within agreement shall become null and void without any further rights or liabilities accruing thereto.

IN WITNESS THEREOF, the parties hereto have signed and sealed this contract or caused same to be executed by their proper corporate officers on the date indicated above.

**Township of Waterford  
in the County of Camden, New Jersey**

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

Attest:

\_\_\_\_\_

Clerk

\_\_\_\_\_

Date

\_\_\_\_\_

Owner / President

\_\_\_\_\_

Date

Attest:

\_\_\_\_\_

Witness

\_\_\_\_\_

Date