

Landscape Maintenance
2016

1. Agency: Lakewood Township Municipal Utilities Authority ("Authority")

2. Independent Contractor: _____

3. Name and Phone Number and Emergency Phone Number of Contact Person at Independent Contractor: _____

4. Work to be Performed. The Authority and the Independent Contractor agree that the Independent Contractor will perform the following work in accordance with this contract: Landscape maintenance, as set forth on Schedule A attached hereto and made a part hereof, it being understood that in the event of any conflict between the terms of Schedule A or of any other Schedule, and the terms of this contract, the terms of this printed contract shall prevail.

5. Consideration and Terms of Payment.

A. The Independent Contractor shall be paid by the Authority according to the following terms and conditions: As set forth on Schedule B attached hereto and made a part hereof.

B. The compensation set forth above shall constitute the Independent Contractor's entire compensation, including all expenses incurred by the Independent Contractor in the performance of this contract. The Independent Contractor shall have no power to incur any debts or other obligations on behalf of the Authority.

6. Term of Contract. This contract shall commence on _____ and shall terminate on _____.

7. Material, Supplies, Equipment and Tools. The Independent Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this contract. The Independent Contractor shall be liable for any loss or damage occurring to such materials and equipment.

8. Payroll Taxes. Payroll taxes including federal, state and local taxes shall not be withheld or paid by the Authority on behalf of the Independent Contractor or for the employees of the Independent Contractor. The Independent Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Independent Contractor shall be responsible to pay all taxes as mandated by law.

9. Fringe Benefits. Since the Independent Contractor is not an employee of the Authority's business, it is not eligible for and shall not participate in any employer benefit of the Authority including pension, health or other fringe benefits.

10. Worker's Compensation and Insurance. The Authority shall not obtain worker's compensation insurance on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor shall comply with the worker's compensation law concerning its business and its employees and shall provide a certificate of insurance, (or other proof of such compliance acceptable to the Authority), to the Authority prior to the commencement of work under this contract and, in no event, shall payments be made by the Authority under this contract prior to receipt of such proof. Independent Contractor will provide a Certificate of Insurance, prior to work commencing, (and, in any event, before any payments are made to the Independent Contractor under this contract), for general liability insurance, (with a \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, minimum), naming Authority as additional named insureds, on a primary basis. The Independent Contractor shall also provide automobile liability insurance at \$2,000,000.00 combined single limit for bodily injury and property damage and an Umbrella Policy with a \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, minimum. The Certificate shall reflect that the insurance may not be canceled

11. Termination.

A. Authority may terminate this contract by giving 30 days written notice to the Independent Contractor of its intent to terminate this contract. Such termination may be made with or without cause. During the 30 day period after such notice is sent, the parties shall continue to act toward each other in good faith.

B. Authority may terminate this contract with reasonable cause effective immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include: material violation of this contract, and/or any act exposing the Authority or any of its related entities to liability for personal injury or property damage.

12. Indemnity. The Independent Contractor shall indemnify and hold Authority harmless from any claim, liability, loss or damage, including cost of defense and attorneys fees, arising by reason of the death or personal injury of persons, injury to property or other loss or damage resulting from the Independent Contractor's alleged or actual negligent act or omission.

13. Non-waiver. The failure of either party to this contract to exercise any of its rights under this contract at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

14. Declaration by Independent Contractor. The Independent Contractor declares and states that it has complied with all federal, state and local laws regarding business permits and licenses, or otherwise, that may be required to legally carry out the work to be performed under this contract.

15. Notices. Any notice given in connection with this contract shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. Assignment of Contract. The Authority may assign this contract at any time to any successor in interest or to any related party. The Independent Contractor shall not be allowed to assign this contract in whole or in part. Any attempt to assign this contract by the Independent Contractor shall be null and void.

17. Governing Law. This contract shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Ocean, shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

18. Entire Contract. This is the entire contract between the parties and cannot be changed or modified orally. This contract may be supplemented, amended or revised only by a writing which is signed by each of the parties.

19. Severability. If any part of this contract shall be held to be unenforceable, the rest of this contract should nevertheless remain in full force and effect.

20. Insurance/Insurance Certificates. Independent Contractor will provide a Certificate of Insurance , prior to work commencing, (and, in any event, before any payments are made to the Independent Contractor under this contract), for general liability insurance, (with a \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, minimum), naming Authority as additional named insureds, on a primary basis. The Certificate shall reflect that the insurance may not be canceled except upon thirty (30) days prior written notice to Authority and shall further reflect that the insurance policy includes a waiver of subrogation as to the Authority and the other entities listed in this paragraph.

Dated: _____

By: Lakewood Township Municipal Utilities Authority

By: _____
Justin Flancbaum, Executive Director

Dated: _____

By: _____

(Company Name)

By: _____
(Signature)

(Print Name & Title)

Schedule A
(Landscape
Maintenance)

Work to be Performed and Additional Provisions

Vendor shall provide all necessary labor and material to complete weekly maintenance program for the Authority as follows:

****Contract will commence on May 3, 2016**

Locations:

- Complex at 390 New Hampshire Ave.
- Woodlake lift station
- Ridge Ave. water tank
- Well houses 1,3,4,9,10,15, 18, &19
- Beacon Hill water tank
- Airport Rd. water tank
- Complex at 2000 Shorrock St.
- Leisure Village East lift station
- County Line Manor lift station

Work to be performed:

All work will be performed to enhance the curb line appeal of the Authority's properties. Specific work to be performed as follows:

A) One time spring clean up as follows at all locations:

- 1) **Trim Bushes**
- 2) **Trim trees overhanging buildings and growing over fence line**
- 3) **Clean leaves**
- 4) **Mulch beds located 390 New Hampshire Ave. and 2000 Shorrock St.**
- 5) **Remove all debris & leaves**
- 6) **Kill weeds at all shrub beds, sidewalks, driveways, & entrances**
- 7) **Reseed as necessary and fertilize all grassed areas**

B) Weekly Maintenance at all locations as follows:

- 1) **Cut grass**
- 2) **Weed whack**
- 3) **Weed shrub beds**
- 4) **Edge sidewalks**
- 5) **Blow off pavements & sidewalks**
- 6) **Remove all debris**

C) Fall Clean up as follows:

- 1) **Remove leaves & debris from all locations weekly until all the leaves have fallen or December 15, 2016, whichever is later.**

- **All Materials and debris must be disposed at a location acceptable to the Authority**

- **Contractor must be licensed & insured**
- **Contractor must be able to abide by all terms & conditions set forth in the Service Contract attached to this Request for Proposals**

Schedule B

(Payment Terms)

All invoices must be approved by the Authority's Board of Commissioners prior to payment. Approvals are granted at the Board's monthly meetings which are typically held the first Tuesday of every month. Checks will be mailed on or around the 15th of the month, following the Board's meeting. In order to be considered for approval all invoices must be received by the Authority no later than the 15th of the month preceding the Board's meeting.