

HOUSING AUTHORITY OF THE BOROUGH OF MADISON

SPECIFICATIONS FOR

LANDSCAPING & GROUNDS CARE

1. CHARACTER & SCOPE OF WORK

It is the purpose of these specifications to prescribe and define the service required in connection with Landscaping and Grounds Care for the Housing Authority of the Borough of Madison, New Jersey (hereinafter "Authority"). The term of the contract shall be from March 1, 2023, to December 1, 2023, with an option for the Authority to renew the contract for an additional two-year term, March 1, 2024, to December 1, 2026.

2. DESCRIPTION OF REQUIRED SERVICES

Landscaping and grounds care services are to be performed as follows:

a. **SPRING AND FALL CLEAN-UP**

Spring weeding and clean-up of all lawns and grounds shall be undertaken and completed within twenty-one (21) days of the start of the contract period. Fall clean-up, including removal of all fallen leaves, twigs and branches shall occur within fourteen (14) days of the termination date of this contract. All paved areas are to be cleaned to a "broom clean" standard at the completion date of the contract period.

b. **SPRING LIMING**

Granular lime shall be applied to all lawn areas, in accordance with the manufacturer's specifications, upon completion of Spring clean-up in early Spring.

c. **WEED, INSECT AND FUNGUS CONTROL**

Herbicide, insecticide and fungicide are to be used, Balan for crab grass control, Oftanol for grubs, Trimec (2-4D) for Broadleaf weed 1.5 oz. per 1,000 sq. ft. must be used to eliminate or control undesirable weeds, insects and fungi growth of all plants, lawn and/or bed areas.

d. **FERTILIZATION**

Commercial lawn fertilizer shall be applied mechanically in early Spring using 18-24-12 and late fall using 32-5-7 or equal analysis, at the rate 9 lbs. per 1,000 sq. ft. lawn area. Lawn and plant food shall be applied to

plants, shrubs, trees and bed areas during the fall of each year using 10-6-4 plant food with 60% nitrogen at the rate of 1 lb. per sq. ft.

e. **LAWN MOWING, EDGING AND PRUNING**

Lawn areas shall be cut weekly or when grass reaches a maximum height of three (3) inches. Twigs and branches are to be removed from the lawn areas before cutting. Mowing is to be performed only when grass is dry or when specified by the Executive Director. The first mowing during the Spring, the grass shall be cut to a height of one and one half to two (1 ½ - 2) inches. After the first mowing, the grass shall be cut to a height not less than two (2) inches. During periods of prolonged dryness grass shall not be cut shorter than two and one half (2 ½) inches. Edging of walkway areas and planting beds shall be done after the first spring lawn mowing and once a month thereafter. Weeding of plant bed area & berms shall be completed every two weeks. Pruning of shrubs and trees shall be completed once a month. After mowing, edging or pruning, all grass, shrubs, clippings and debris shall be removed from premises and all walkways are to be left in a clean condition.

f. **SEEDING**

Contractor shall seed or reseed all bare spots of the lawn during the month of May and again during the month of September and October using grass seeds in the following proportion by weight: 40% Red Fescue, 30% Kentucky Bluegrass, 30% Rye, or seed for shade if needed. Seeding shall be spread at a rate of 5 lbs. per 1,000 sq. ft. Soil shall first be loosened to less than two (2) inches. After applying seed, seed shall be covered with loose soil, tamped, and thoroughly watered.

g. **TRIMMING OF TREES & SHRUBS**

Contractor shall provide all labor, materials and equipment to trim, fertilize and cultivate all trees and shrubs. Shrubs are to be trimmed when there is growth and all dead plants, shrubs and/or material must be removed. Spray trees and shrubs with Sevin as required. The Contractor shall maintain the height and width of all trees and shrubs in such a condition that they are properly shaped and do not interfere with walkways and/or the buildings on the sites. This work is limited to trees less than twelve (12) feet tall.

i. **OVERGROWN DEBRIS**

Contractor shall provide all labor, materials and equipment necessary to clear and remove all overgrown plants & debris along Belleau Avenue at the side and rear of the Rexford Tucker Apartments (15 Chateau Thierry Avenue).

1. This area shall be cut two times per year, in June and September, to a maximum height of four (4) inches.
2. This area shall be cut back a minimum of three (3) feet (36 inches) from the roadway.
3. All debris shall be removed from the premises.

j. **MULCH APPLICATION**

Contractor shall provide all labor, materials and equipment necessary to apply mulch to planting beds at all locations. Application should be up to 3” per bed, premium dark hardwood brown mulch. Mulch application to be completed in conjunction with Spring clean-up.

l. **TIME OF CONTRACT**

The services to be performed under this Contract shall begin March 1, 2023, to December 1, 2023. If a change order is issued to extend the contract, the monthly price will be based on the existing contract monthly prorated prices.

m. **TERMINATION OF CONTRACT**

If, through any cause the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or violate any of the covenants, agreements or stipulations or of the services rendered are deemed unsatisfactory by the Authority, the Authority shall have the right to terminate this contract by giving of a five (5) days, written notice to the contractor, in which event the Contractor shall be responsible for any additional cost incurred by the Authority.

3. **INSURANCE**

During the term of this contract, the Contractor shall at his own expense obtain and keep in effect public liability insurance, which has a “Hold Harmless” clause for the Housing Authority, as well as:

a. **WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

b. **PUBLIC LIABILITY, BODILY INJURY AND PROPERTY DAMAGE:**

- | | |
|--|-------------------------|
| 1. Injury or death of one person | \$250,000 |
| 2. Injury to more than one person in a single accident | \$500,000 |
| 3. Property Damage | \$100,000 |
| 4. Fire & Extended Coverage | Equal to proposal price |

| | | |
|----|--|-------------|
| c. | AUTOMOBILE & TRUCK PUBLIC LIABILITY, BODILY INJURY | |
| | 1. Injury or death of one person | \$250,000 |
| | 2. Injury to more than one person in a single accident | \$500,000 |
| | 3. Property Damage | \$100,000 |
| d. | CONTRACTORS GENERAL LIABILITY, INCLUDING COMPLETED OPERATIONS | \$500,000 |
| e. | UMBRELLA POLICY | \$1,000,000 |

4. **NON-DISCRIMINATION**

The Contractor agrees that he will not discriminate against any employee or applicant for employment under this Contract by reason of race, religion color or national origin.

5. **GENERAL NOTES**

Contractor shall not begin work before 8:00 a.m. nor continue working beyond 7:00 p.m. The Contractor shall be responsible for all grass, cuttings, weeding, cultivating, fertilizing, spraying, pruning, edging, seeding, mulching and lawn care maintenance as specified by the Housing Authority of the Borough of Madison during the life of the contract. It is understood that all materials and equipment needed to perform the aforementioned services are the sole responsibility of the Contractor to purchase and maintain. Contractor must provide the Authority a tentative schedule at the beginning of the contract, which includes but is not limited to spring clean-up, mulching, etc. dates. A log shall be maintained by the vendor of when services are completed monthly. **This log shall be submitted to the Authority monthly.**

6. **TREE REMOVAL**

Nothing in the Specifications is intended to require the Contractor to remove large trees and/or large limbs at heights above ground level, which are customarily not removed as part of a landscaping and grounds care contract. Specifically, no tree in excess of twenty-five (25) ft. in height is to be removed, or limb of more than two and one half (2 ½) ft. in diameter be trimmed, or any limb more than twelve (12) feet above ground level are trimmed by the Contractor within the terms and requirements of this contract.

7. **QUALIFICATIONS and EVALUATION**

The Authority will evaluate all quotes received on the basis of the following criteria. Incomplete or defective Quotes or Quotes received after the deadline stated herein will not be considered:

100% SCORE BASIS

- 1 Contractor's proposed fee to complete all services as specified. (all satisfactory = 55%)
- 2 Knowledge of, prior experience in, and satisfactory performance of landscaping & ground care. (all satisfactory = 30%)
- 3 Minority or women owned business (= 15%)

FORM OF QUOTE

PROPOSAL FOR: LANDSCAPING & GROUNDS CARE

TO: THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON

1. The undersigned, having studied and become thoroughly familiar with all Conditions affecting the cost of the work, and with the Specifications (including Legal Notice, Instruction to Contractors, General Conditions, Form of Proposal, Affidavit of Non-Collusion, Statement of Experience & Financial Responsibility, Statement of Ownership, Affirmative Action Affidavit Form, and Contract), as prepared by the Housing Authority of the Borough of Madison and on file in said office, hereby proposes to furnish in compliance with provisions thereof, all labor materials, services, and equipment required for:

Item a. **LANDSCAPING AND GROUNDS CARE AT 15 CHATEAU THIERRY AVENUE VILLAGE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.

Item b. **LANDSCAPING AND GROUNDS CARE AT 20-24 BELMONT AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.

Item c. **LANDSCAPING AND GROUNDS CARE AT 24-32 COMMUNITY PLACE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.

Item d. **LANDSCAPING AND GROUNDS CARE AT 20-28 JOHN AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.

Item e. **LANDSCAPING AND GROUNDS CARE AT 30 LOANTAKA WAY FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the period of March 1, 2023, to December 1, 2023.

Item f. **LANDSCAPING AND GROUNDS CARE AT 70-72 PARK AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the period of March 1, 2023, to December 1, 2023.

- Item g. **LANDSCAPING AND GROUNDS CARE AT 80 PARK AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the period of March 1, 2023, to December 1, 2023.
- Item h. **CLEARING & REMOVAL OF OVERGROWN DEBRIS ALONG BELLEAU AVENUE AT THE SIDE AND REAR OF 15 CHATEAU THIERRY AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.
- Item i. **MULCH APPLICATION AT 15 CHATEAU THIERRY AVENUE VILLAGE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.
- Item j. **MULCH APPLICATION AT 20-24 BELMONT AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.
- Item k. **MULCH APPLICATION AT 24-32 COMMUNITIY PLACE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.
- Item l. **MULCH APPLICATION AT 20-28 JOHN AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the contract period of March 1, 2023, to December 1, 2023.
- Item m. **MULCH APPLICATION AT 30 LOANTAKA WAY FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the period of March 1, 2023, to December 1, 2023.
- Item n. **MULCH APPLICATION AT 70-72 PARK AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the period of March 1, 2023, to December 1, 2023.
- Item o. **MULCH APPLICATION AT 80 PARK AVENUE FOR THE HOUSING AUTHORITY OF THE BOROUGH OF MADISON** in the total sum of _____ dollars (\$_____) for the period of March 1, 2023, to December 1, 2023.

2. In submitting this Quote, Contractor understands that the Housing Authority of the Borough of Madison reserves the right to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before this Quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented to him for signature.
3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this quote or any other quote or the submitting of proposals for the contract for which this quote is submitted.

II. The following documents must accompany this proposal:

1. Completed Non-Collusion Affidavit
2. Completed EEO & Affirmative Action Affidavit
3. Completed Stockholder Disclosure Certification
4. Completed Statement of Contractor's Experience & Financial Responsibility
5. Evidence of Insurance Coverage
6. Copy of Public Works Contractor Registration Certificate
7. New Jersey Business Registration (as per P.L. 2004, cc.57 (chapter 57))

Date _____, 20__

_____ Company Name

Official Address:

Office Phone #: _____

Cell Phone #: _____

Email Address: _____

By _____

Title _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant)

(name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do 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 Madison Housing Authority 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 the Madison Housing Authority.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**EQUAL EMPLOYMENT OPPORUNITY & AFFIRMATIVE ACTION PROGRAM
AFFIDAVIT AND SUPPLEMENT**

MADISON HOUSING AUTHORITY
24 CENTRAL AVENUE
MADISON, NJ 07940

State of: _____

County of: _____

_____, of _____

being duly sworn according to law, upon his oath, says that:

1. I am _____ (*name*) of _____ (*company*)
of the within named Bidder.

2. I have read and understand the attached Equal Employment Opportunity & Affirmative Action requirements pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and do agree to comply with the same and with all requirements of said Statute.

Name of Vendor / Bidder: _____

Signature: _____

Printed Name & Title: _____

Subscribed and sworn to before me this _____ day of _____, 200____.

Name of Notary Public: _____

Signature of Notary Public: _____

Notary Public of: _____

(SEAL)

My Commission Expires: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| | |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Housing Authority of the Borough of Madison is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Housing Authority of the Borough of Madison to notify the Housing Authority of the Borough of Madison in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my

agreement(s) with the, permitting the Housing Authority of the Borough of Madison to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|--|--------|--|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

CONTRACTOR'S STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, provide the following information when submitting the quote. Failure to do so will require that the quote be disregarded as lacking in completeness.

PART I – If the Contractor is a corporation:

Name of Corporation: _____
State of Incorporation: _____
Date of Incorporation: _____

For those individuals* who own 10% or more of any class of its stock:

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PART II – If the Contractor is a partnership:

Name of Partnership: _____
County in which certificate of Trade name is filed: _____

For those individuals* who own 10% or more of the interest in the partnership:

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PART III – If the Contractor is a sole proprietorship:

_____, hereby certify that I am the sole owner of _____, the contractor therein.

(Signature of Person who completed Part I, II, & III above)

* If any of the individuals listed above is a partnership of a corporation, a separate sheet should be attached giving the same information requested above for each such partnership or corporation. Similarly, if an additional entry is a partnership or corporation, information must be provided to the level of ownership required to document ultimate ownership in persons (not partnerships or corporations).

STATEMENT OF CONTRACTOR’S EXPERIENCE & FINANCIAL RESPONSIBILITY

The Contractor shall here furnish summary information relative to the ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

CONTRACTOR’S QUALIFICATIONS:

How many years has he/she/they been in the contracting business under the present firms name?

When organized? _____

Bank References: _____

Credit available for this Contract? \$ _____

Has he/she/they ever defaulted on a Contract? _____

List the names of all the officers of the Contractor, noting their positions in the company:

Name of Executive who will give personal attention to the Project:

Has he/she/they ever been adjudged as bankrupt or been subject to a receivership of an order of reorganization? If so, give details and particulars. _____

Is the business currently subject to any court order relating to bankruptcy, liquidation or reorganization?

Is this business currently suspended from doing work for any State County or Municipal Agency?

List five (5) of the most recent similar projects performed during the last five (5) years under the Contractor’s current name:

| <u>Project</u> | <u>Person to Contact</u> | <u>Telephone Number</u> |
|----------------|--------------------------|-------------------------|
| 1) _____ | _____ | _____ |
| 2) _____ | _____ | _____ |
| 3) _____ | _____ | _____ |
| 4) _____ | _____ | _____ |
| 5) _____ | _____ | _____ |

Dated: _____

By: _____

Address: _____

CONTRACT

THIS AGREEMENT, made on this 17th day of January in the year **2023** by and between [*landscape contractor*], a Corporation organized and existing under the laws of the State of New Jersey, hereinafter referred as the “Contractor” and **The Housing Authority of the Borough of Madison**, hereinafter referred as the “Authority”.

WITNESSETH, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Services The Contractor shall furnish all labor, materials, equipment and services, and perform and complete all work required in connection with the Specifications entitled: SPECIFICATIONS FOR LANDSCAPING AND GROUNDS CARE HOUSING AUTHORITY OF THE BOROUGH OF MADISON and Addenda, if any, thereto numbered n/a and dated n/a .

ARTICLE 2. Contract Price The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the Contract Documents for the sum of [*dollar amount (\$)*].

ARTICLE 3. Term of Contract The term of the contract shall be from March 1, 2023, to December 1, 2023, with an option for the Authority to renew the contract for an additional two-year term, March 1, 2024, to December 1, 2026.

ARTICLE 4. Member of Authority No member, officer, or employee of the local Authority during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 5. Member of Congress No member of or delegate to the Congress of the United States of America or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefits which may arise therefrom.

ARTICLE 6. Payment Terms All invoices/vouchers or requests for payment must be submitted by the first Friday of the month for approval at the Board of Commissioners meeting held on the third Tuesday of the month. Payment shall be made within seven days of said approval.

ARTICLE 7. Termination The performance of work under this contract may be terminated by the Authority whenever the Housing Authority's contracting officer shall determine that such termination is in the best interest of the Housing Authority. Any such termination shall take place by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of work under the contract is terminated, and the date, which shall be not less than fifteen (15) days, upon which such termination becomes effective.

In the event the Authority does so terminate this Agreement, the Contractor shall be entitled to compensation to the date of termination of either: 1) Where the contract price is based upon a period of time (e.g. annual or monthly compensation, an amount equal to the pro-rate monthly or annual compensation then unpaid; or 2) Where the contract price is not based upon a period of time (e.g. based upon delivery of goods or services), an amount equal to the pro-rata value of the work performed.

ARTICLE 8: Licenses/Permits Contractor represents it has obtained and will maintain all licenses and permits necessary for the aforesaid program.

ARTICLE 9: Arbitration Notwithstanding anything contained in this Contract to the contrary, prior to being submitted to any court for adjudication, all disputes arising under this contract shall be submitted to arbitration in Bergen County, New Jersey in accordance with the Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Each party shall bear its own costs for arbitration.

ARTICLE 10: Insurance Before commencing work under this contract, the Contractor shall furnish to the Housing Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles and aggregate amounts payable thereunder:

Commercial General Liability Insurance. Commercial General Liability Insurance in Contractor's name which shall include: Bodily injury, Property Damage, Personal Injury, Products-Completed Operations, Contractual Liability, Blanket Contractual and Broad Form Property Damage coverage, with combined single limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

The Owner shall be named as additional insured in these policies. Certificates of insurance must contain thirty-day (30) written cancellation clause.

ARTICLE 11: No Employee Relationship Neither the Contractor nor any of its employees designated to perform services hereunder shall be deemed to be employees of the Housing Authority for any purpose whatsoever.

ARTICLE 12. Contract Documents Contract Documents shall consist of the following component parts:

1. This Instrument
2. Specifications for Landscaping & Grounds Care
3. Addenda, if any

This instrument together with the documents enumerated in this Article 3, with said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form of Contract. In the event that any provision of any other component part, the provision in

the component part first enumerated in Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the Component part of the Contract which each modifies.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and to indemnify and save harmless the Housing Authority of the Borough of Madison, its agents and servants and each and every one of them against and from all suits and costs of every name and description and from all damages to which the Authority or any of its officers, agents or servants may be put by reason of injury to persons or property of others resulting from carelessness in the performance of said work or through the negligence of the Contractor, its agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work or through any act or omission on the part of the Contractor, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

In Presence of:

By: _____
Tanya J. Van Order

Title: Executive Director

In Presence of:

By: [Contractor]

Title: _____
Address _____
