

# ***Contract Agreement***

**THIS AGREEMENT** made and entered into this 20<sup>th</sup> day of **April, 2021**

**BETWEEN:**

**BOROUGH OF ALPHA,**

a municipal corporation of the State of New Jersey, with offices located at the Municipal Building, 1001 East Boulevard Alpha, N.J., party of the first part, and hereinafter designated as the "**BOROUGH**", and:

*Marino's Lawn Care  
P.O. Box 5067  
Phillipsburg, NJ 08865*

hereinafter designated as the "**CONTRACTOR**"

**WHEREAS**, the BOROUGH duly advertised for quotes for furnishing the following:

*RFQ 1-2021*

**WHEREAS**, the Mayor and BOROUGH Council have accepted the bid of the contractor and authorized the execution of this Agreement as cited below.

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**NOW THEREFORE THE CONTRACTOR AND THE BOROUGH**, in consideration of the mutual covenants herein, **DO HEREBY AGREE AND CONTRACT** as follows:

1. The Contractor shall and will provide all materials and perform all work required to complete all work in accordance with the Specifications and Contract Documents cited above to provide the following:

*Description as per specifications*

The above documents, supplements and addenda are incorporated by reference and made a part of this contract. All documents are intended to supplement each other and together constitute a complete set of Specifications.

2. The Contractor declares and agrees that he will be responsible for the full performance and completion of all work to be done under this contract and by the execution hereof admits that he has carefully informed himself respect all conditions at the site and pertaining to the work to be done. All work shall be done in a workmanlike manner and in accordance with all applicable laws and regulations.

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3. The BOROUGH will pay by Voucher upon the later date of approval of work or valid receipt of invoice by Borough officials, and the Contractor will accept in full payment and consideration for performance of the Contractor's obligations hereunder:

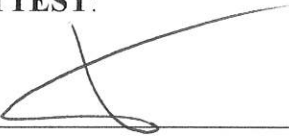
<b>Lump sum price</b>	\$16,800
Extra Cuts if Required -	\$650.00
McKinley Field	\$75.00
Fieldhouse Fields	\$175.00
Benke Field	\$100.00
Soccer Field	\$75.00

4. All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.
5. It is expressly understood that the parties hereof that this contract includes where applicable, the tenets, general conditions and legal requirements as complete within RFQ 1-2021 as the source of the scope of work and measures of successful performance of the contract.
6. ~~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 conditions, 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 Owner to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this contractor in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at anytime, without prejudice to the other rights which the Owner may have against the Contractor under this contract or the contract documents.~~
7. This contract shall inure to the benefit of and be binding to 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 the Contractor to any person, firm, corporation or association, except upon the expressed written consent of the Owner.
8. During the performance of this contract the Contractor agrees that he will fully comply with the Affirmative Action Requirements as outlined in the Specifications annexed to and incorporated in full in this contract document (P.L. 1975, c.127.).


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**IN WITNESS WHEREOF**, the said party of the first part has caused this instrument to be signed by its Mayor, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

**ATTEST:**


  
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**BOROUGH OF ALPHA**

 4/20/21  
\_\_\_\_\_

Craig S. Dunwell, Mayor

**ATTEST:**

  
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**VENDOR NAME**

  
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