

Contract Agreement

THIS AGREEMENT made and entered into this 10 day of March, 2022

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, New Jersey, 08865***

hereinafter designated as the "**CONTRACTOR**"

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

Bid 3-2022

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

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 for two (2) years March 9, 2022 through March 8, 2024

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

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workmanlike manner and in accordance with all applicable laws and regulations.

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:

Total Bid Price –with extra cut costs as follows:

YEAR 1 LUMP SUM	\$22,680.00 \$
YEAR 2 LUMP SUM	\$22,680.00
LUMP SUM	\$45,360.00
McKinley Field	\$125.00
Fieldhouse Fields	\$225.00
Benke Field	\$175.00
Soccer Field	\$125.00
A portion of Block 97, Lot1,	\$100.00

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 hereto that this contract includes where applicable, the tenets, general conditions and legal requirements as complete within bid 3-2022 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 contract 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

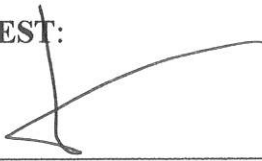
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understood, covenanted, and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over the Contractor to any person, firm, corporation or association, except upon the expressed written consent of the Owner.


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.).

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:



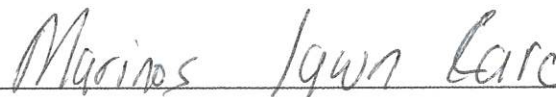
BOROUGH OF ALPHA

 3/18/22

ATTEST:



VENDOR NAME





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valor Independent Group Limited 123 S 3rd St., Suite 5 Easton PA 18042		CONTACT NAME: James Rauen PHONE (A/C, No, Ext): (800) 419-0849 E-MAIL ADDRESS: jrauen@valoragent.com FAX (A/C, No):	
INSURED Marino's Lawncare LLC 1425 Third Ave Alpha NJ 08865		INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: SELECTIVE FIRE AND CASUALTY INSURANCE CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20699C 14377	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		D95150949	11/15/2021	11/15/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2474006	11/08/2021	11/08/2022	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	Snow Removal \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			d97067892	01/20/2022	11/15/2022	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE \$
	OTHER \$						
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The Borough of Alpha 1159 7th Ave. Alpha NJ 08865	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE James R. Rauen

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