

CONTRACT

THIS AGREEMENT is made the 02 day of December, 2021 by and between Angels Landscape Contractors and Suburban Sidewalks, Inc., hereinafter referred as "the Contractor", and the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as "the Township."

WITNESSETH

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

- ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that he has the full knowledge of the manner of performance of the work to be done by him, of the labor required and of the materials to be furnished and delivered by him; that he fully satisfied himself of the requirements of the specifications and is thoroughly acquainted with the work required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and any drawings which he may submit which are approved by the Township Engineer, are made a part of this contract, the same as if wholly incorporated and set forth herein.
- ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and in strict conformity with the INSTRUCTIONS TO BIDDERS and with the SPECIFICATIONS attached hereto.
- ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums to be paid by the Township to the Contractor for the labor and materials to be furnished under this contract and the terms and conditions under which such sums are to be paid are the sums, terms, and conditions set forth in the Contractor's proposal duly executed by him and hereto attached.
- ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this Contract shall be conclusive evidence of the performance of the contract either wholly or in part, except the final payment, and that no payment by the Township shall be considered to be acceptance of any defective work or improper material.
- ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules, and regulations applicable and having the force of law.
- ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any part of such monies will be permitted unless and until the same shall have been approved by the Township.
- ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions,

recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):

Exhibit A- "Mandatory Equal Employment Opportunity Language – Goods Professional Service and General Services Contracts" – applicable to Contracts for Goods, Professional Services, and Services only."

Exhibit B- "Mandatory Equal Employment Opportunity Language -- Construction Contracts" – applicable to Construction Contracts only."

ARTICLE IX. Additional Provisions.

- None
- Noted Below


Contract is awarded as following: Snow Plowing Services for the Township of Montclair. Contract pricing is as per the attached proposal pricing, with the proposed equipment and vehicles. Contract is awarded to two (2) vendors: Shauger Property Services, and Angels Landscape Contractors & Suburban Sidewalks. Contract year is for 2021-2022 snow season, commencing on November 12, 2021, and ending on April 15, 2022. Contract is not to exceed \$800,000.00 for each season. There will be an option to renew the contract for two (2) additional one (1) year seasons.

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:



CONTRACTOR

  
Name: Herman Louto  
Title: Owner

TOWNSHIP OF MONTCLAIR

  
Angelese Bermudez Nieves  
Township Clerk

By:   
Timothy F. Stafford, Esq. 1/5/22  
Township Manager

**ACKNOWLEDGMENTS**

**Acknowledgement if Contractor is a Partnership.**

STATE OF )

) ss:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

NOTARY PUBLIC

**Acknowledgement if Contractor is a Corporation.**

STATE OF *New Jersey* )

) ss:

COUNTY OF *Bergen* )

BE IT REMEMBERED, that on this *02* day of *December*, 20 *21* before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared

*Paulina Luvato*

(Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of

*Angels Landscape Contractors* (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was

so affixed thereto and the said agreement signed and delivered by

(President's Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.

Deponent (Secretary of Company)

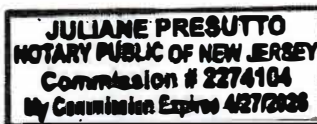
*[Signature]*

*Paulina Luvato*

Sworn and subscribed before me on the day and year aforesaid

NOTARY PUBLIC (Other than Secretary of Company or President)

*Juliane Presutto*



**Acknowledgement if Contractor is an Individual.**

STATE OF )

) ss:

COUNTY OF )

**PROPOSAL**

The Contractor may bid on either Area A or Area B or both areas. Six (6) plows will be required to be committed to each area for a total of twelve (12) for both areas. The Contractor may bid any combination of the following equipment but must commit six (6) vehicles per area bid. \*

**I - AREA A (6 Trucks Required) \***

| <u>Item Description</u>           | <u>Number of Vehicles Provided</u> | <u>Unit Price Per Hour</u> | <u>Estimated Hours**</u> | <u>Bid Item Total</u>       |
|-----------------------------------|------------------------------------|----------------------------|--------------------------|-----------------------------|
| 1 Mason Dump (4WD)                | 2                                  | \$ 200.00                  | 500                      | \$ 200,000.00               |
| 2 Mason Dump (2WD)                | -                                  | -                          | 500                      | -                           |
| 3 Dump Truck (4WD)                | 4                                  | \$200.00                   | 500                      | \$ 400,000.00               |
| 4 Dump Truck (2WD)                | -                                  | -                          | 500                      | -                           |
| 5 Mason Dump (4WD w/Spreader)     | -                                  | -                          | 500                      | -                           |
| 6 Mason Dump (2WD w/Spreader)     | -                                  | -                          | 500                      | -                           |
| 7 Dump Truck S/A (4WD w/Spreader) | -                                  | -                          | 500                      | -                           |
| 8 Dump Truck S/A (2WD w/Spreader) | -                                  | -                          | 500                      | -                           |
| <b><u>TOTAL BID - AREA A*</u></b> |                                    |                            |                          | <b><u>\$ 600,000.00</u></b> |

**II - AREA B (6 Trucks Required)**

| <u>Item Description</u>           | <u>Number of Vehicles Provided</u> | <u>Unit Price Per Hour</u> | <u>Estimated Hours**</u> | <u>Bid Item Total</u>       |
|-----------------------------------|------------------------------------|----------------------------|--------------------------|-----------------------------|
| 1 Mason Dump (4WD)                | 2                                  | \$ 200.00                  | 500                      | \$ 200,000.00               |
| 2 Mason Dump (2WD)                | -                                  | -                          | 500                      | -                           |
| 3 Dump Truck (4WD)                | 4                                  | \$ 200.00                  | 500                      | \$ 400,000.00               |
| 4 Dump Truck (2WD)                | -                                  | -                          | 500                      | -                           |
| 5 Mason Dump (4WD w/Spreader)     | -                                  | -                          | 500                      | -                           |
| 6 Mason Dump (2WD w/Spreader)     | -                                  | -                          | 500                      | -                           |
| 7 Dump Truck S/A (4WD w/Spreader) | -                                  | -                          | 500                      | -                           |
| 8 Dump Truck S/A (2WD w/Spreader) | -                                  | -                          | 500                      | -                           |
| <b><u>TOTAL BID - AREA B</u></b>  |                                    |                            |                          | <b><u>\$ 600,000.00</u></b> |

We have 6 trucks in total available to do area A or area B

### **III - OPTIONAL BID ITEMS**

| <b><u>Item Description</u></b>       | <b><u>Unit Price Per Hour</u></b> |
|--------------------------------------|-----------------------------------|
| 9 Loader – 2-3 Cubic Yard w/Operator | -                                 |
| 10 Skid Steer Loader w/Operator      | \$ 225.00                         |
| 11 Tandem Dump Truck w/Driver        | \$ 275.00                         |
| 12 Backhoe                           | \$ 250.00                         |

### **CLARIFICATIONS**

- The goal of this contract is to improve and reduce the time it takes to completely clear all Township roadways of snow and/or ice accumulations. If Township personnel complete their areas while the contractor is still working Township personnel will provide assistance. Conversely if the Contractor completes their areas prior to the Township personnel completing their areas the Contractor will provide assistance to the Township personnel. All personnel, both Township and Contractor, shall work until the entire Township has been completed.
- Bid Items 7 & 8 – Dump Truck S/A = Dump Truck - Single Axle
- The Township may award the contract(s) to one or more bidders whichever combination best suits the Township's needs.
- The successful bidders will be contacted, in ascending order, of their bid price per category.

**\* The Contractor may bid less than the minimum number of trucks required per area and the Township may accept the lesser number if it appears to be in the Township's best interest to do so. The trucks will be assigned to areas throughout the Township as determined by the Superintendent of Public Works. If bidding less than the minimum number of trucks required per area the Contractor must indicate the total number of trucks to be provided on the Proposal Sheet, Item I – Area A.**

**\*\* The Estimated Hours are for bid comparison purposes only. Payment will be based upon the actual number of hours spent plowing.**

*Snow Plowing Tech Spec-2021*