AGREEMENT BETWEEN TOWNSHIP OF WEST ORANGE AND SAVATREE AS THE SECONDARY CONTRACTOR, FOR THE ONE-YEAR EXTENSION OF THE TREE REMOVAL SERVICES 2026 CONTRACT

THIS AGREEMENT made this day of November 23, Two Thousand Twenty Six between the TOWNSHIP OF WEST ORANGE, in the County of Essex, a municipal corporation of the State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and the "Contractor," party of the second part:

WITNESSETH: That the Contractor, for and in consideration of the unit price bid and to be paid as hereinafter expressed by the Township, does hereby covenant, promise and agree for itself, its successors and assigns, to and with the Township that it will furnish all the materials and labor necessary to complete all of the work for and in connection with the **one-year extension of the TREE REMOVAL SERVICES 2026 contract,** all in accordance with the instructions to bidders, proposals, plans, specifications and addenda hereto annexed, and such plans and specifications as may be supplementary thereto, to the satisfaction of the Township Forester, all of which instructions, proposals, plans and specifications, it is agreed between the parties hereto, shall be a part of this Contract; and further, that it will perform said work as and when ordered to do so by the Township Forester and prosecute the same diligently to conclusion as stipulated in the specifications. The date of commencement of construction shall be determined by the Township Forester, who shall notify the contractor of the same in writing at the address aforementioned. And the Township does covenant and agree to pay to the Contractor, the prices and sums set forth in the proposals annexed hereto as above mentioned.

And it is further agreed by and between the parties hereto, that if the Contractor shall omit, fail, neglect or refuse to commence, prosecute or to complete said work as aforesaid; or in case further time be granted for the commencement and completion of said work and the said

Contractor shall omit, fail, neglect or refuse to commence, prosecute, or complete said work within the time granted, or if the Contractor shall cease operations under this Contract at any time for the space of five (5) days without the approval of the Township Forester, that then, in any such event, the Governing Body of the Township of West Orange, or Township Forester, in its behalf, shall have full privilege, authority and power, if the Governing Body shall so elect to cause said work to be done and completed without any interference, opposition or hindrance of or by the Contractor; provided the Governing Body of the Township shall give to the Contractor, and its sureties, notice in writing of the intention to do so by mailing such notice in envelopes with postage prepaid, by certified mail, addressed to the Contractor and its sureties respectively at their last known post office address. And upon the mailing of said notice as aforesaid, all rights and privileges of the Contractor under, in and by this contract, shall cease and be void, and the Contractor shall receive no further benefit, pay or remuneration thereunder; and the Contractor and its sureties shall be liable for any and all sums of money which the Township shall or may pay or expend for fully completing and maintaining said work, over and above the amount which the Contractor would have been entitled to receive had it completed and maintained the work under the Contract according to its terms and conditions, and all loss or damage which may result to the Township by reason of the omission, failure, neglect or refusal of said Contractor to commence, prosecute, complete and maintain said work as aforesaid.

And it is further agreed by and between the parties hereto, that whatever damage is imposed by the terms of this Contract for the failure, neglect or default of the Contractor in the performance of this contract, the amount thereof when incurred by the Contractor may be deducted and withheld from any money due or to become due upon this Contract, and when so deducted and withheld shall be deemed and taken as payment to the Contractor to that extent.

In case the Contractor fails satisfactorily to complete the entire work contemplated and provided for under this contract on or before the date of completion determined above, the Owner shall deduct from the payments due the Contractor for each calendar day (Sundays and legal holidays included) the additional costs to the Owner for the Contractor failing to satisfactorily complete the work contemplated, and provided for herein, such as inspection costs, monies paid by the Owner to the Owner's Township Forester, any technicians employed on the work by the Owner or Township Forester, legal and additional interest costs which the Owner is obligated to pay.

If the amounts due the Contractor are less than the sum of said damage and costs, said sums shall be deducted from any other monies due, or to become due to the Contractor, and in case such sums shall exceed the amount of all monies due or to become due the Contractor, then the Contractor or his Surety shall pay the balance to the Owner.

And it is further agreed by and between the parties hereto, that the CONTRACTOR SHALL NOT AND WILL NOT SUBLET THE WHOLE OR ANY PART OF this work nor make any assignment of the Contract or of any monies due or to become due to it hereunder, without approval from the Governing Body of the Township of West Orange expressed by resolution and further, that no agreement, subletting the whole or any part of this work or making any assignment of the Contract or of money due or to become due hereunder, shall be valid or obligatory upon the Township.

The Contractor agrees to carry adequate policy or policies of insurance and indemnify the Township of West Orange from any liability imposed by law as the result of any act or omission or negligence of the Contractor, its agents, servants or employees from the time of commencement of work hereunder until the completed work shall have been accepted in writing

by the properly authorized agent, servant or employee of the Township; and the Contractor further agrees to furnish prior to the commencement of the work hereunder, such policy or policies of insurance for inspection by the properly authorized agent, servant or employee of the Township.

The Contractor shall provide the Township with evidence that he has worker's compensation with limits as prescribed by state statute, general liability including completed operations coverage, independent contractors, contractual and broad form property damage liability coverage and liability insurance on all vehicles and produce a Certificate of Insurance indicating that the foregoing is in effect at the time of execution of the Contract and that the Township of West Orange is an additional insured. The cancellation clause of the Certificate of Insurance shall indicate that the Township shall receive fifteen (15) days notice before the cancellation of any policy and in addition shall not indicate the "failure to mail such notice shall impose no obligation for liability of any kind upon the company, its agents, or representatives."

The Contractor further agrees to carry adequate policies of insurance to indemnify it from any liability imposed by law by reason of provisions of the Workmen's Compensation Act of New Jersey. The aforesaid certificates of insurance shall be exhibited to and approved by the Municipal Attorney for the Township of West Orange.

The Contractor further agrees that prior to any payment to it by the Township of the above-mentioned contract sum written above, it will furnish to the authorized agent, servant, or employee of the Township satisfactory evidence of the payment by the Contractor of all obligations incurred the Contractor resulting from the order or purchase of materials by the Contractor, charges for labor or obligations upon any sub-contracts which the Contractor may let.

The Contractor agrees to indemnify and save harmless the Township of West Orange for any claims, demands, actions or cause of action which may be presented to or asserted against them as the result of any act or omission by the Contractor in the performance of the work hereunder, or in the violation by the Contractor of any duty imposed upon it by law.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Township of West Orange.

The Contractor further agrees that prior to the commencement of any work under the terms of the Contract he will cause to be delivered to the Township Forester, a Performance Bond and Payment Bond written by a company licensed to do business in the State of New Jersey and listed in the latest issue of the Department of Treasury Federal Register, in the principal sum of 100% of the amount of the Contract. The Performance Bond to be submitted by the Contractor in connection with the within Contract shall meet with the approval of the Township Attorney and shall provide, among other things, that the Township shall be under no obligation to proceed against the Contractor before proceeding against the name surety, it being understood, however, that the Township may, in its discretion, proceed against both the surety and the undersigned Contractor in one action.

It is further agreed that the Township of West Orange reserves the right to reduce or increase said payment based on the actual use of the quantities of each item at the unit price bid, all in accordance with the provisions of said plans and specifications. The Township will withhold from payment a retainage as allowed by law or as specified in the bid documents.

The Contractor further agrees with the Township to comply with the Statute prohibiting

discrimination in employment on public contract, N.J.S.A. 10:2-1 through 10:2-4, as amended and supplemented.

Contractor agrees to comply with the provisions of Schedule "A" attached hereto and made part hereof pertaining to the Affirmative Action Program.

IN WITNESS WHEREOF, the party of the first part has caused this contract to be executed by its Mayor, sealed with its corporate seal, and attested to by its Municipal Clerk and the party of the second part has hereunto caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed the day and year first above written.

DATE: _____

TOWNSHIP OF WEST ORANGE, NEW JERSEY

ATTEST:

BY: _____
SUSAN MCCARTNEY

_____
KAREN J. CARNEVALE, R.M.C.

TITLE: _____
MAYOR

CONTRACTOR:

_____

BY:_____

ATTEST:

TITLE: _____

_____
(Corporate Secretary)

_____
(Print or Type Name)

_____
(Print or Type Name)

Corporate Seal