

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
AQUATIC TECHNOLOGIES, INC.**

THIS CONTRACT is made effective the 10th day of January 2017, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **AQUATIC TECHNOLOGIES, INC.** with a mailing address of P.O. Box 769, Branchville, NJ 07826, hereinafter referred to as "**Consultant**".

RECITALS

WHEREAS, the County has need to contract for aquatic vegetation management services at Wilson Lake, located within the County's Scotland Run Park; and

WHEREAS, Consultant represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Consultant do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 10, 2017, and concluding upon project completion, or on January 9, 2019, whichever shall occur sooner.
2. **COMPENSATION.** Consultant shall be compensated pursuant to the fee schedule set forth in the Consultant's proposal (hereinafter "proposal"), which is attached hereto, and is incorporated into and made part of this Contract, by reference. Consultant shall be paid an amount not to exceed \$3,880.00.

Consultant shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Consultant shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONSULTANT.** The specific duties of the Consultant are as set forth in Consultant's proposal dated January 10th, 2017, which is attached hereto and made a part hereof.

Consultant agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Consultant agrees as follows:

The Consultant or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Consultant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Consultant or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Consultant or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Consultant or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Consultant shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Consultant shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Consultant or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Consultant is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Consultant's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Consultant or SubContractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Consultant. If the Contract is terminated by the County as provided herein, the Consultant will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Consultant or SubContractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Consultant during the performance of the services specified by this Contract,

including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Consultant, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Consultant or SubContractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Consultant's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Consultant's failure to provide for the safety and protection of its employees, or from Consultant's performance or failure to perform pursuant to the terms and provisions of this Contract. The Consultant's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Consultant shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Consultant shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Consultant is a member of a profession that is subject to suit for professional malpractice, then Consultant shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Consultant shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Consultant also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Consultant either refuse or neglect to perform the services that Consultant is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Consultant's failure to perform, then and in that event, such expense shall be deducted from any payment due to Consultant. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Consultant shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Consultant agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Consultant, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notices by regular and certified mail to the addresses set forth above, or by personal service, or if such notices cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Consultant is an independent Contractor and is not an agent or employee of the County of Gloucester.

20. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Consultant agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Consultant's proposal, which is attached hereto and made a part hereof. Should a conflict occur between this form of Contract and the proposal, then this Contract shall prevail.

THIS CONTRACT is dated this 10th day of January, 2017.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Consultant's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:



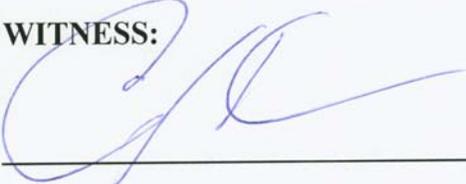
ANDREA LOMBARDI,
ADMINISTRATIVE CLERK

COUNTY OF GLOUCESTER

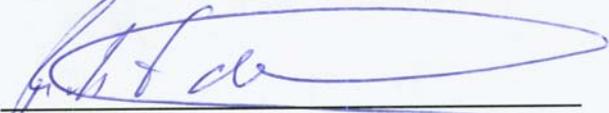


PETER M. MERCANTI,
PURCHASING DIRECTOR

WITNESS:



AQUATIC TECHNOLOGIES, INC.



By: ROBERT OTTMAN,
VICE PRESIDENT

February 10, 2017

Kim Miller
Gloucester County Parks & Recreation
6 Blackwood-Barnsboro Road
Sewell, N.J. 08080

Dear Ms. Miller:

Re: Wilson Lake
2017-2018 Lake Management Proposal

We would like to thank you for your time and courtesy extended to us during the past seasons. Aquatic Technologies, Inc. looks forward to providing the continued successful management of Wilson Lake. The following proposal is a brief outline of the recommended Aquatic Technologies, Inc. lake management program for your lake. Items assessed in this proposal include the following:

- 1) Consultative-Service Program
- 2) Lake Management Program
- 3) Herbicide Program Pricing
- 4) Summary

Implementation of the above features will insure maximum results in the management of Wilson Lake.

Consultative - Service Program

Service is critical in the success of any lake management program. Aquatic Technologies consultative-service programs provide quick response, professional expertise, consultative recommendations and a dedication to client satisfaction.

- 1) Service will be provided from the initial application of herbicides to the end of the growing season.
- 2) Service calls will include complete survey of the vegetation growth, a survey of the lake body and shoreline, as well as written analysis and recommendations based on the above data.
- 3) Additional services are provided through monthly verbal reports to the lake association representative.
- 4) First application to be completed before June 30, 2016

Lake Management Program

Due to the cultural (man-made) influences resulting in heavy nutrient loading into lakes, the control of aquatic vegetation throughout New Jersey has become essential in lake management. The control of vegetation and proper lake management allows for greater recreational access and improved esthetic value of your lake.

Recommended herbicides for Wilson Lake are listed below:

Control of the rooted vegetation will be obtained with the application of selected contact herbicides. The control of aquatic rooted vegetation will be obtained with the aquatic herbicides Reward and Cutrine-Plus. Reward and Cutrine-Plus are herbicides which effect submerged vegetation. Reward and Cutrine-Plus are effective means of controlling rooted aquatic vegetation.

Herbicide Dosage Rates: Reward (Diquat) & Cutrine -Plus: 1 Gallon each (mixed) per surface acre.

The above rates to be applied are doses allowable by the NJDEP.

*The above herbicides will be applied by Aquatic Technologies and used in conjunction with a Lake management program tailored to your Lake's ecosystem. This provides an optimal Consultative Service Program, which in turn renders **optimal results**.*

Herbicide Program Pricing

Pricing for the complete seasonal program includes:

- A) written service reports per visit.
- B) a monthly status report to the Lake association representative
- C) herbicide application and vegetation control during the growing season.

Seasonal Treatment:

- A) Pricing for seasonal control of vegetation in Wilson Lake.

Seasonal vegetation control:	\$3880.00 / season
* service calls	
* rooted vegetation control (60 acres)	
* NJDEP PCP permit fee	

Payment Schedule

Payment Schedule:

Seasonal control of aquatic vegetation:

The first seasonal payment due with contract:	\$1940.00
The second seasonal payment due June 1, 2017:	\$970.00
The Third seasonal payment due August 1, 2017:	\$970.00
The fourth seasonal payment due January 15, 2018:	\$1940.00
The fifth seasonal payment due June 1, 2018:	\$970.00
The sixth seasonal payment due August 1, 2018:	\$970.00

Insurance: Aquatic Technologies is a fully insured corporation. Aquatic Technologies carries workers compensation, public liability and property damage insurance. The insurance will remain in effect throughout the length of this contract. A copy of the certificate of insurance is available upon request.

Certifications: Aquatic Technologies, Inc. is a commercial certified pesticide applicator in the State of New Jersey. Registration #96178A.

Summary

As mentioned above, these costs will include all program requirements including chemical treatment and services. A contract format is enclosed for your review and signature.

Should you have any further questions, please feel free to contact us at (973) 773-9567.

Sincerely,



Robert Ottmann
Aquatic Technologies, Inc.

Enclosures

Lake Management Consultants
 Experts in
 Aquatic Vegetation Control

Aquatic Technologies, Inc.

P.O. Box 769
 Branchville, NJ 07826
 Tel: 973-773-9567 – Fax: 973-948-7118
 www.aquatechnj.com

Contract For Services

Contract Submitted To: Gloucester County Parks & Recreation	Date Submitted: 2/10/17	Effective Contract Period: 2017 - 2018
Contract Address:	Waterbody Name and Location: Wilson Lake, NJ	

Herbicide Program Pricing

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Note: Contracts need to be signed at the earliest convenience to avoid NJDEP Permit Process delay and to assure timely execution of services.

****This Contract will serve as a seasonal invoice, PLEASE remit payments based on payment schedule****

Due to a new federal regulation and a pending amendment to the permit process; additional permit fees may be incurred in 2011 and beyond. These fees are undetermined at this point in time. Fee structure will be determined by the federal and state agencies in the near future.

We propose hereby to furnish material and labor – complete in accordance with the above specifications.

All work to be completed in a workman like manner according to standard practice. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the above program. Company to carry liability, property and other necessary insurance. Our workers are fully covered by workers compensation insurance.

Signature:



 Aquatic Technologies, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ **Date:** _____