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**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
LAKE MANAGEMENT SCIENCES**

THIS CONTRACT is made effective the 1st day of March 2022, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and **LAKE MANAGEMENT SCIENCES**, with a mailing address of P.O. Box 2395, Branchville, New Jersey 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, County and Consultant do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing March 1st, 2022, and concluding upon project completion, or on December 1, 2022, 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 \$3,845.00.

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 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 February 1, 2022, 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 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, and shall indemnify and shall defend the County 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. 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. Consultant 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.

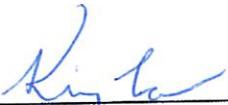
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

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.

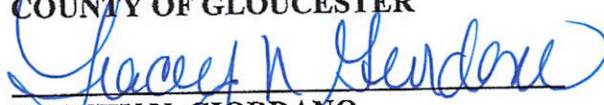
THIS CONTRACT is dated this 1st day of March, 2022.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Qualified Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

ATTEST:


KIM LARTER,
QUALIFIED PURCHASING AGENT

COUNTY OF GLOUCESTER


TRACEY N. GIORDANO,
TREASURER/CFO

WITNESS:


Kelly McSpirit

LAKE MANAGEMENT SCIENCES


CHRISTOPHER HANLON,
PRESIDENT



LAKE MANAGEMENT SCIENCES

T 299
R2-01536

www.lakemgtsciences.com

P.O. Box 2395

Branchville, NJ 07826

Email: LakeMgtSciences@optonline.net

February 1, 2022

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

Dear Ms. Miller:

Re: Wilson Lake - Lake Management Proposal 2022-2023

I would like to personally thank you for your time and consideration. My company Lake Management Sciences, Inc., myself and my team look forward to returning to and providing the successful management of Wilson Lake. The following proposal is a brief outline of the recommended Lake Management Sciences, Inc. (LMS) lake management program for your lake. Items assessed in this proposal include the following:

- LMS Consultative Service Program
- Lake Management Program
- Product Program Pricing
- Summary

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

LMS Consultative Service Program

Service is critical in the success of any lake management program. LMS Consultative Service Programs provide responsive, professional expertise, consultative recommendations and a dedication to client satisfaction.

- Service will be provided from the initial application of products to the end of the growing season.
- Service calls will include complete survey of the vegetation growth, a survey of the lake body and shoreline, written electronic analysis and recommendations based on the above data.
- Additional services are provided through monthly verbal reports to the lake association representative.
- First application to be completed before June 30, 2022.

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 products for Wilson Lake are listed below:

The management and control of nuisance aquatic vegetation will be conducted throughout the permitted growing season. The control of algae may be obtained with the application of one or more of the following algaecides: Copper Sulfate, Algimycin, Captain, SeClear, Cutrine Plus, Clearigate, Green Clean, Phycomycin and Hydrothol 191. The present targeted species of plants, which include Eurasian Water Milfoil, Water Chestnut, Curly Leaf Pondweed, Water Lily, Duckweed, Coontail and filamentous algae will be controlled with one or more of the following aquatic contact/systemic products: Sonar Q/PR, ProcellaCOR, Clipper, Navigate, Reward, Aquathol-K, Komeen, AquaNeat and Nautique. These products are very effective in controlling the targeted rooted vegetation.

In the past, Gloucester County at Wilson Lake had control of the rooted vegetation obtained with the application of selected contact products Reward and Cutrine-Plus. If utilized, the Product Dosage Rates are Reward (Diquat) & Cutrine-Plus: 1 Gallon each (mixed) per surface acre. These rates are doses allowable by the NJDEP.

Throughout the season, monitoring will include the following physical and chemical parameters: Secchi, temperature and dissolved oxygen. These parameters will provide a database, which is necessary to determine the water quality of Community. This database is critical for implementing current and future lake management strategies.

The LMS Consultative Service Program developed is supported by Lake Management Sciences' expertise in the aquatic vegetation management field. LMS is the leading applicator in the Tri-State Area as well as a leader in Northeast. LMS has vast technical knowledge in the use of these products. Lake Management Sciences' close technical and business relationship between research academia, universities, governmental agencies and product manufacturers, gives this program the sound scientific and technical background which is required in a comprehensive aquatic vegetation control program. LMS is a leading company in the Research and Development of products and management techniques. Christopher Hanlon, President/Sole Owner/Operator of Lake Management Sciences, has been Awarded and Recognized Nationally, in the development of aquatic application and management techniques. (For more info refer to our website www.lakemngsciences.com and referral video at <https://sepro.com/aquatics/lake-pond-heroes/lake-pond-heroes-shohola-marsh-reservoir>).

Program Pricing

Pricing for the complete seasonal program includes:

- written electronic service reports per visit
- a monthly status report to the lake representative
- product application and vegetation control during the growing season

Pricing for seasonal control of vegetation in Wilson Lake: \$3695.00 / season

- service calls
- rooted vegetation control

NJDEP PCP permit fee \$150 / season

Payment Schedule

1st seasonal payment due with contract and Jan. 15, 2023:	\$1922.50
2 nd seasonal payment due June 1, 2022, 2023:	\$ 961.25
3 rd seasonal payment due August 1, 2022, 2023:	\$ 961.25

Note: Contract should be signed and returned at your earliest convenience to avoid NJDEP Permit process delays and to ensure timely execution of services.

Insurance: Lake Management Sciences is a fully insured corporation. Lake Management Sciences 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.

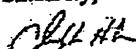
Certifications: Lake Management Sciences, Inc. is a certified commercial pesticide applicator business in the State of New Jersey. Registration #91726B

Summary

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

Should you have any further questions, please feel free to contact me at (973) 948-0107.

Sincerely,



Christopher Hanlon
Lake Management Sciences, Inc.

Enclosures



LAKE MANAGEMENT SCIENCES

www.lakemgtsciences.com
P.O. Box 2395
Branchville, NJ 07826
Email: LakeMgtSciences@optonline.net

Contract For Services

Contract Submitted To: Gloucester County Parks & Recreation	Date Submitted: 2-1-22	Effective Contract Period: 2022-2023
Contract Address: Gloucester County	Waterbody Name and Location: Wilson Lake Gloucester County	

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Note: Contract should be signed and returned at your earliest convenience to avoid NJDEP Permit process delays and to ensure timely execution of services.



Note: Contracts need to be signed at the earliest convenience to avoid NJDEP Permit Process delay and to assure timely execution of services.
Due to federal and state regulations additional permit fees may be incurred. These fees are undetermined at this point in time and would be determined by the federal and state agencies. Due to the unforeseen increases in the cost of raw materials, product costs may increase and therefore price adjustments may be necessary for your program.
Sales tax is not included in the pricing above.

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:  Lake Management Sciences, 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: _____