

SOMERSET COUNTY PARK COMMISSION



PURCHASING DIVISION
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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the Somerset County Park Commission on **September 21, 2016** at **3:30 PM** prevailing time in the Purchasing Division, Somerset County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

LICENSING OF FARMING RIGHTS TO FIVE (5) PARCELS OF FARMLAND IN SOMERSET COUNTY, NJ

AREA 1: BARON PARCEL

AREA 2: SNEAROWSKI PARCEL

AREA 3: SNEAROWSKI WEST PARCEL

AREA 4: SOUTH BRANCH RESERVE PARCEL

AREA 5: KANACH NORTH PARCEL

Contract: PCC-0017-17

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, addressed to Karen L. McGee, Purchasing Agent, at the address above. We are now storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

Any Bid Addenda will be issued on the website. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Specifications and instruction to bidders may be obtained at the County Purchasing Office or the Somerset County Park Commission website at www.somersetcountyparks.org and on the Somerset County website www.co.somerset.nj.us/notice.html.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Karen L. McGee, QPA
Purchasing Agent – Somerset County

**SOMERSET COUNTY PARK COMMISSION
GENERAL INSTRUCTIONS**

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - (1) addressed to the Purchasing Agent
 - (2) bearing the name and address of the bidder on the outside
 - (3) clearly marked "BID" with the name of the item(s) being bid.
Provide One (1) Original, One (1) copy and One CD ROM electronic version (.pdf format) of the bid.
 - (4)The Somerset County Park Commission is storing all responses electronically; therefore submit all pages of the bid response on a CD in addition to the printed copies.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Somerset County Park Commission disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The Somerset County Park Commission reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2. BID SECURITY

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Somerset County Park Commission.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Somerset County Park Commission.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Somerset County Park Commission stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

3. QUOTATIONS, BIDS AND FORMS

- A. (1). The Somerset County Park Commission is exempt from any local, state or federal sales, use or excise tax. **Somerset County Park Commission will not pay service charges such as interest and late fees.**
(2). The Somerset County Park Commission or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County of Somerset is rated by:
Standard & Poor's Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet
- B. Bids must be signed in ink by the bidder, all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The Somerset County Park Commission has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Park Commission. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Somerset County Park Commission. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Somerset County Park Commission of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Somerset County Park Commission's interpretations or corrections thereof shall be final.
- D. **1.** If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Somerset County Park Commission of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Somerset County Park Commission reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the Somerset County Park Commission, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the Somerset County Park Commission, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

- A. The Somerset County Park Commission reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Somerset County Park Commission to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The Somerset County Park Commission further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Somerset County Park Commission. Without limiting the generality of the foregoing, the Somerset County Park Commission reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Somerset County Park Commission reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Somerset County Park Commission may then, at its option, accept the bid of the next lowest responsible bidder.
- E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Somerset County Park Commission reserves the right to cancel this contract.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://wd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html.

8. **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34 :11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34 :11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/reqperm/pw_cont_reg.html.. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. **NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. **NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. **MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report:

AA302- Available on-line at www.state.nj.us/treasury/contract_compliance

B. Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201- available on-line at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

12. WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

13. STATEMENT OF CORPORATE OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Somerset County Park Commission a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

15. INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in

performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Somerset County will not accept Mutual Limitation of Liability terms.

16. PAYMENT

Payment will be made after a properly executed Park Commission voucher has been received and formally approved on the voucher list by the Somerset County Park Commission at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

17. TERMINATION

A. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Somerset County Park Commission. The Somerset County Park Commission may terminate the contract upon 30 days' written notice to the Contractor. The Somerset County Park Commission shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Somerset County Park Commission may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.

C. TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Somerset County Park Commission has determined the Contractor has failed to remedy the problem after being forewarned.

D. TERMINATION BY THE SOMERSET COUNTY PARK COMMISSION:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Somerset County Park Commission may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with

work of this contract, the Somerset County Park Commission shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

18. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the Somerset County Park Commission, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

19. ADDITIONS/DELETIONS OF SERVICE:

The Somerset County Park Commission reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

20. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. Bidders shall not write in margins or alter the official contents or requirements of the County bid documents.

22. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, MS Office 2003 professional.

24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

27. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

28. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Somerset County Park Commission will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Somerset County Park Commission to pay additional fees.

29. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Somerset County Park Commission locations. No price escalation. The vendor shall void the contract and permit the Somerset County Park Commission to solicit open market pricing should any price increase or surcharge be imposed.

30. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

31. HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Park Commission harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

32. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Somerset County Park Commission opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Park Commission may solicit the goods and/or services from any bidder on this contract.

33. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official Somerset County Park Commission bid packages for routine goods and services are available from www.somersetcountyparks.org and www.co.somerset.nj.us/notice.html at no cost to the vendor. All addenda are posted on both

sites. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Park Commission is not responsible for third party supplied specifications.

34. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

**SPECIFICATIONS FOR THE LICENSING OF FARMING RIGHTS TO FIVE (5) PARCELS OF FARMLAND
IN SOMERSET COUNTY, NJ**

1. SCOPE:

AREA #1 The licensing of approximately (60) acres of farmland known as the BARON PARCEL (portions of Lots 37.14 and 37.01 in Block 77) in Branchburg Township, Somerset County, NJ. **(HAY ONLY)**

AREA #2 The licensing of approximately (57) acres of farmland known as the SNEAROWSKI PARCEL (portion of Lot 7 in Block 61 and Lot 1 in Block 441) in Bedminster and Bridgewater Townships, respectively, Somerset County, NJ.

AREA #3 The licensing of approximately (22) acres of grazing land known as the SNEAROWSKI WEST PARCEL (portion of Lot 7 in Block 61) in Bedminster Township, Somerset County, NJ.

AREA #4 The licensing of approximately (45) acres of farmland known as the SOUTH BRANCH RESERVE PARCEL (portions of Lots 23 and 27.02 in Block 77) in Branchburg Township, Somerset County, NJ.

AREA #5 The licensing of approximately (157) acres of farmland known as the KANACH PARCEL-NORTH (lot 3(portion) in Block 85, lot 1 in Block 86, lot 2 in Block 87, lots 1 and 2 in Block 89, and lots 1 and 2 in Block 13.01) Branchburg Township, Somerset County, NJ.

Please note: The hunting rights to the parcel are currently licensed to a hunting club.

2. LOCATION: The premises to be licensed are described on the maps attached hereto.

3. For the purpose of this specification, the Commissioners of the Somerset County Park Commission will be designated as the Licensor or County, and the bidder will be designated as the Licensee.

4. TERM: The term of the License for the areas shall be for a period of five (5) years commencing on January 1, 2017 through December 31, 2021. License payments shall be made in yearly installments payable in advance. Payments shall be made in the form of a check payable and tendered to the Somerset County Park Commission, P.O. Box 5327, North Branch, NJ 08876.

5. METHOD OF AWARD: For the purpose of this bid the Park Commission is asking for a Lump Sum Bid per year for a five (5) year period for each area. A License will be awarded to the responsible bidder with the highest lump sum bid per year for each area.

Acreage is an approximation. It is the responsibility of the bidder to determine exact acreage if he/she feels it necessary to do so. The bid shall be based on a flat fee basis for the licensing of all fields at each area (not on a per acre basis).

6. The Licensee shall use this property solely for conducting a farming operation as provided for in this specification. No other type of operation or usage shall be permitted. The Licensee agrees that the premises shall not be used for any unlawful purposes, nor will the Licensee permit any waste to occur. The Licensee will carefully preserve, protect, control and guard the premises from any environmental violations. Failure to comply with these requirements may be grounds for termination of the License.

7. Arrangements to view the property can be made by contacting Daniel Livak at (908) 722-1200 ext. 228.
8. Licensee agrees to cut no trees, and will not make or allow any physical change in the natural conditions of the property without first receiving written consent of the Licensor.
9. Licensee shall not assign this license nor let or underlet the whole or any part of the premises, nor sublet any rights, including hunting rights.
10. The Licensee shall pay all tax assessments, and/or other governmental levies and charges assessed by reason of their occupancy or business conducted by them.
11. **INSURANCE REQUIREMENTS:** The bidders shall procure and maintain:
 - A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the times that the employee is engaged in performance of this contract in accordance with the laws of the State of New Jersey with limits of not less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 occupational disease per employee with an aggregate limit of \$1,000,000 occupational disease.
 - B. General Liability, Pollution Liability and Product Liability Insurance with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage and \$1,000,000 for any one spill of any hazardous substance or material which would necessitate a clean-up or clean-up costs in accordance with N.J.S.A. 13:1K-6 et. seq., shall be maintained in force during the life of this Contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also know as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other named insured.
 - C. Automobile Liability Insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.
 - D. Claims Waived: The Licensee waives any and all claims for compensation for any and all loss or damage including but not limited to loss of patronage sustained by reason of any deficit, deficiency, vandalism, or impairment of the water supply, sewer system, drainage system, electric service, or other mechanical apparatus, or failure of the County to remove snow, or sand, the ice on the roads, or for any loss sustained resulting from fire, water, wind, civil commotion, or because of labor difficulty or for any repairs performed by the Licensee's personnel or contracted for by the Licensee; and the Licensee expressly waives all right, claims and demands, and forever releases and discharges the County and it's officers and agents, from any and all demands, claims, actions and cause for action arising from any of the causes aforesaid.
 - E. Inoperable Facilities: In the event any or all of the facilities operated hereunder shall be rendered partially or totally inoperable by fire, strike or other disaster, or a cause beyond the control of the Licensee, the Licensee shall give immediate notice thereof to the Licensor. It is expressly understood by the parties of the Agreement that will be entirely within the discretion of the Licensor whether or not to restore any facility rendered partially or totally inoperable by fire or other disaster.

- F. Hold Harmless: Licensee also agrees to and shall defend, hold harmless and indemnify the County from and for any and all claims and liability losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Licensee or the Licensee agents, employees, guests, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the premises by the Licensee and the conduct of the Licensee's business. This covenant shall include the provision of a defense in all phases of the claims or judicial process.
- G. Special Note: The County of Somerset, the Somerset County Park Commission, and the New Jersey Department of Environmental Protection shall be named as additional insureds on all policies set forth above, except Workmen's Compensation.
- H. Certificates of Insurance of the required insurance as listed above shall be submitted to the Somerset County Park Commission. Such coverage shall be with acceptable insurance companies only. All current policies shall be kept current during the entire length of the license. Certificates must be provided before Licensee enters upon said premises.
12. **ENVIRONMENTAL:**
Should the N.J.D.E.P or any other agency responsible for overseeing environmental laws determine that due to an accident or an act, that a clean-up be undertaken because of any spill or discharge of hazardous substances or wastes at the demised premises then Licensee shall, at their expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Licensee shall indemnify, defend and save the County of Somerset harmless from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges for hazardous substances or wastes at the demised premises; and from all fines, suits, procedures, claims and actions of any kind arising out of Licensee's failure to provide all information, make all submissions and take all actions required under any environmental law. Licensee shall effectuate and complete full compliance with all applicable environmental laws which Licensee is subject, including but not limited to any necessary clean-up, prior to the termination date of this License. Licensee shall commence its compliance with such laws in sufficient time prior to the termination date. Licensee's obligations under this paragraph shall survive the termination of this License.
13. Pesticides shall be applied only under the supervision and control of a person holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License. This registration number and related categories, if held by the Licensee, must be supplied to the Licensor prior to the Effective Date of this license. Only chemicals approved by the County Agricultural Agent and/or included in the Farm Plan as a Best Management Practice shall be applied. A record of the type and amount of all chemicals and fertilizers and dates of application shall be maintained by the Licensee and submitted to the Park Commission at the end of each year. Misuse of pesticides or other chemicals will not be tolerated and will entitle Licensor to immediately terminate the license. This termination shall be without any liability for compensation as set forth in Article 30 of these specifications. Pesticide applications may be made by licensed commercial pesticide applicators who shall provide a certificate of insurance indicating liability insurances including pollution liability as noted in section 11.
14. All pesticide applications shall be done with ground type equipment. There shall be no aerial spraying of any kind.
15. The use of any type of audible device such as crow cannons, propane gun, popguns, etc. shall be prohibited.

16. Where excessive wildlife damage is occurring and an undue hardship can be demonstrated by the Licensee, relief may be granted by the Park Commission to allow the Licensee to hunt or trap. Relief may be granted only after the Licensee submits written documentation from the County Agricultural Agent and the N.J. Division of Fish and Wildlife with recommendations and proposed methods of relief. Any hunting or trapping allowed by the Park Commission shall be in strict compliance with the N.J. Division of Fish and Wildlife laws. Where suitable, the Park Commission may license the hunting rights to areas with heavy wildlife damage.
17. The Licensor shall not be responsible for loss of any crops, equipment, and/or materials under any circumstances.
18. The Licensor has the authority to give special permission or license to any individual(s) regarding the use of the land (such as hunting). Such use shall be coordinated with the Licensee.
19. The safe and neat storage of all equipment and supplies related to the farming operation shall be confined to areas designated by the Licensor. All equipment and supplies shall be removed from the property at the conclusion of the license. The Park Commission shall designate structures for storage of farm machinery, equipment, and supplies.
20. The Licensee shall keep the premises free of general litter and debris and at its own expense, shall pick up and remove daily, all litter and debris that is produced as a result of the farming operation.
21. All irrigation from on site ponds and adjacent streams shall be prohibited until the Licensee shall have obtained the appropriate water usage permits from N.J.D.E.P. and submitted a copy of the permit to the Licensor.
22. The County or its duly authorized agents or representatives shall have access and the right to enter upon the Premises during all reasonable hours for the purpose of examining the same to insure compliance with this Agreement or to make repairs and alterations for the safety and preservation thereof, and to perform patrol and maintenance duties provided, however, that County's right to enter upon said premises shall be subject to the exercise of ordinary care and caution in doing so and shall not interfere with the business carried on by the Licensee. This clause shall not be construed to create an obligation upon the County to make any inspections or repairs. The County shall have the right to enter the property to perform any engineering, or other technical work, for site evaluation, soil testing, water testing, or any other purpose. The County shall have the authority to establish rights of access for use by County or emergency service vehicles and equipment.

Licensee shall open, close and secure any gates or barriers upon entering and leaving premises, to prevent unauthorized vehicles from entering property. Licensee shall at no time block or obstruct gates or access to property to assure access of emergency vehicles at all times. The Licensee shall be responsible for providing a ten foot (10') unplowed and unplanted right-of-way around the perimeter of designated fields for access by Licensor to perform maintenance, patrol duties, and site evaluation.

The Licensee shall have the nonexclusive right to use existing field roads for access to the licensed premises, but there shall be no duty or responsibility on the part of the Licensor to keep the said roads open or to maintain or keep them in repair. Any and all alterations to be made to the said roads by the Licensee must first be approved by the Licensor.

The Licensee shall notify the Licensor in advance before entering upon the premises between dusk and 5:00 a.m.

23. The Licensee may not make any changes or additions of any nature whatsoever to the premises, without the written consent of the County. All changes made with the consent of the County shall become the property of the County upon expiration of this Agreement.
24. Portable storage sheds or temporary structures may not be located on the premises unless approved by Licensor.
25. Throughout the term of the License Agreement, Licensee agrees to take good care of the premises and maintain same. Licensee shall at their sole cost and expense make all repairs and perform all maintenance and land management practices (i.e. drainage, placing culverts, etc.) as is required to maintain this condition. If the Licensee fails to comply with this provision, the County at its option may make the repairs and the Licensee shall be required to pay the costs of same within fifteen (15) days of notification by the County.
26. The Licensee agrees by method of covenant to quit and surrender the premises at the expiration of the license. The Licensee may be required at the end of the license to take soil samples and have them analyzed; and to amend the soil as recommended to leave the ph within the range of 5.0 - 7.0 at the time a cover crop is planted. Wear from reasonable use, thereof, and damages by the elements shall be excepted.
27. The following shall constitute events of default under this agreement:
 - a. Abandonment, vacation or desertion of the premises or the business at the premises for a period of more than thirty (30) days, except that the winter closing of the operation shall not constitute a default.
 - b. Assignment, subletting, or transfer of the premises or the business to a third person other than the Licensee named in the License.
 - c. Failure to comply with any provisions of this Agreement.
28. Upon default and after the notices hereinafter provided, the County at its option and in its sole discretion, may exercise any rights and remedies available to it under law and may enter onto the premises and retake same, terminating any interest of the Licensee. In the event of default, Licensee liability shall include attorneys' fees incurred by the County Of Somerset.
29. The Licensee should realize that he/she may not be the highest bidder the next time the license goes up for bid, and therefore, no additional perennial plants shall be planted.
30. For reasons other than violating the terms and conditions of this contract, the Licensor may terminate the License at any time by giving ninety (90) days written notice of intent to terminate. Upon such termination, the Licensee shall yield immediate possession to Licensor. Licensor shall become owner of all growing crops remaining on the premises on the date of termination and may be obliged to pay the Licensee the reasonable value thereof, hay fields being excepted. In cases of termination, the fee shall be pro-rated from the date of the License until said termination. The County Agriculture Agent shall be designated as the arbitrator and make any determination as to the value of planted crops.
31. The Licensee shall only plant soybeans, corn, grain (oats, wheat, barley, rye), sod, and hay. No other crops will be permitted unless approved by the Licensor. Failure to comply with this requirement may be grounds for termination of the License. The Licensee shall not allow the general public to enter the property to harvest or "pick your own", nor shall the Licensee allow any on-premises retail sales of any product or service.
32. All land licensed shall be actively farmed. Licensed land may not be put into any type of PIK program, set-aside program, or any other type of program that pays the Licensee not to farm. The Licensee

shall be given the opportunity to "land bank" certain tracts, with the approval of the Licensor. Such tracts shall be mowed a minimum of (1) time during the year.

33. The Licensee may, at the end of each harvest season, disc under the past year's crop and plant an approved cover crop on all lands farmed, unless specifically noted in the S.C.S. Farm Plan. Such cover crop shall be the type meeting current and acceptable agricultural practices, and be planted at a minimum of 1-1/2 bushels per acre, and to be an established and actively grown crop before the end of the year.
34. Livestock/Animals may be permitted on all areas with the approval of the Licensor. Grazing of livestock is the only permitted use on the Snearowski West Parcel.
35. Fertilization practices must be approved by the Licensor in consultation with the Soil Conservation Service. The use of granular fertilizers and lime are preferred.
36. The Farm Plan developed by the Soil Conservation Service and approved by the Licensor, and the Best Management Practices therein, shall supersede any clause pertaining to 'how to farm'.
37. The minimum bids per year are:
 - AREA #1 (BARON PARCEL) -- \$550.00
 - AREA #2 (SNEAROWSKI PARCEL) -- \$150.00
 - AREA #3 (SNEAROWSKI WEST PARCEL) -- \$150.00
 - AREA #4 (SOUTH BRANCH RESERVE PARCEL) -- \$550.00
 - AREA #5 (KANACH NORTH PARCEL) -- \$1,550.00

Please note: The use of the property must comply with the New Jersey Department of Environmental Protection Open Space Regulations and any and all licenses are subject to the approval of the NJDEP.

Please note: AREA#1 (BARON PARCEL) shall be for the planting of **HAY ONLY**.

Bidding Note: Please do not return the entire bid packet, maps, or a filled-in Farm License Agreement. Return signed originals along with one photocopy of each of the following documents:

1. Bid Document Checklist
2. Bid Proposal Form/Signature Page
3. Stockholder Disclosure Certification Form
4. Non-Collusion Affidavit (Must be notarized)
5. Acknowledgement of Receipt of Addenda Form (if there were any)

The Purchasing Department will retain the originals and the copies will be forwarded to the Park Commission.

Place these pages in an envelope marked as indicated in the General Instructions and deliver to the Purchasing Department at the County Administration Building before the time of the official bid opening. Do not bring the bids to the Park Commission.

**SOMERSET COUNTY PARK COMMISSION
BID DOCUMENT CHECKLIST**

**Required
With
Bid**

**Read,
Signed
& Submitted
Bidder's Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS MAY BE CAUSE FOR REJECTION OF BID

- Stockholder Disclosure Certification
- Non-Collusion Affidavit
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- Proposal Cost Form and Signature Page
- Other:

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____

Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**SOMERSET COUNTY PARK COMMISSION
BID PROPOSAL FORM**

TO THE SOMERSET COUNTY PARK COMMISSION:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

LICENSING OF FARMING RIGHTS TO FIVE (5) PARCELS OF FARMLAND IN SOMERSET COUNTY, NJ

- AREA 1: BARON PARCEL
 AREA 2: SNEAROWSKI PARCEL
 AREA 3: SNEAROWSKI WEST PARCEL
 AREA 4: SOUTH BRANCH RESERVE PARCEL
 AREA 5: KANACH NORTH PARCEL
 Contract: PCC-0017-17**

AREA	DESCRIPTION	ONE YEAR	TOTAL FIVE YEARS
1	Baron Parcel	\$ _____	\$ _____
2	Snearowski Parcel	\$ _____	\$ _____
3	Snearowski West Parcel	\$ _____	\$ _____
4	South Branch Parcel	\$ _____	\$ _____
5	Kanach North Parcel	\$ _____	\$ _____

The undersigned is a (Corporation) _____
 (Partnership) under the laws of the State of _____ having its
 (Individual)
 Principal office at _____

 Company Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent Type or Print Name

 Title of Authorized Agent Date

 Telephone Number Email Address

 Fax Number

**SOMERSET COUNTY PARK COMMISSION
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder Business: _____

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #	EMAIL	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME	HOME ADDRESS
------	--------------

NAME	HOME ADDRESS
------	--------------

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

**SOMERSET COUNTY PARK COMMISSION
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Somerset County Park Commission of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

SOMERSET COUNTY PARK COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

FARM LICENSE AGREEMENT

THIS FARM LICENSE AGREEMENT (hereinafter referred to as the "License" or the "Agreement"), is made the 1st. day of January, 2017

BETWEEN

The Somerset County Park Commission
Post Office Box 5327
North Branch, New Jersey 08876

hereinafter referred to as Licensor,

AND

hereinafter referred to as Licensee.

WHEREAS, Licensor has purchased property known as Lot in Block located in the Township of , County of Somerset and State of New Jersey, to be used for Open Space and Park Land in accordance with N.J.S.A. 40:12-16; and

WHEREAS, Licensor is and will be charged with the responsibility to develop the property in question for recreation, agricultural, conservation and open space purposes; and

WHEREAS, Licensor has acquired the lands described with money from the Open Space Trust Fund; and

WHEREAS, it is in the best interest of the Somerset County Park Commission and the County of Somerset to license the subject property for agricultural purposes; and

WHEREAS, Licensor has determined that licensing the property described above to the Licensee for agricultural purposes until such time as the Licensor is ready and able to develop the property for passive or active recreational purposes, will not interfere with the reasonable anticipated plans for development of the subject property and is in the best interests of the County of Somerset and the people of the County of Somerset who will be served by the licensing of the property to the Licensee;

NOW, THEREFORE, in consideration of the fee payment to be made by the Licensee as hereinafter provided and the mutual covenants hereinafter made, the parties agree as follows:

1. GRANT OF LICENSE

A. In accordance with the applicable requirements of N.J.A.C. 7:36-1.1 et. seq., and Deed restrictions, if any, pertaining to the Licensed Premises, the Licensor does hereby license to the Licensee and the Licensee does hereby hire from the Licensor all that land located as follows:

See **EXHIBIT A** annexed hereto and made a part hereof (the "Licensed Premises"), excepting therefrom and reserving to the Licensor, its successors and assigns, those items set forth in **EXHIBIT B** attached hereto and made a part hereof

B. Licensee agrees to accept possession of the Licensed Premises in its "as-is" physical condition for the purposes of this License only, with no maintenance or improvements by Licensor for the Term of this License.

C. Licensee acknowledges and agrees that this Agreement is not intended to and does not create a Landlord-Tenant relationship between Licensor and Licensee. The parties agree not to assert that any such relationship exists between them.

D. Licensee's use of the Licensed Premises shall not adversely impact any documented occurrence of a threatened, endangered or rare species or the habitat of such species.

2. TERM

A. This License shall be in effect for a period of five (5) years (the "Term") commencing on the Effective Date of this License, which for the purposes hereof, shall be the date on which the last of the following has occurred:

- i. this License has been signed on behalf of Licensor and Licensee;
- ii. the certificate of insurance required under Paragraph 7C of **EXHIBIT D**, attached hereto and made a part hereof, is approved by Licensor; and
- iii. the Fee payment has been received by Licensor as hereinafter provided,

and ending on December 31, 2021.

3. FEE

A. Licensee shall pay to Licensor an annual cash fee (the "Fee") for the Licensed Premises in the amount as set forth in **EXHIBIT C**.

B. The Fee shall be paid by check to the Somerset County Park Commission.

C. Failure to pay the Fee when due shall be grounds for termination of this License in accordance with Paragraph 10(A)(i) of **EXHIBIT D**, hereof.

4. ADDITIONAL FEES

A. All costs and expenses incurred by Licensee in order to comply with this License shall constitute "Additional Fees".

B. If Licensee fails to comply with any term or condition of this License, Licensor may (but shall not be obligated to) do so on behalf of Licensee and charge the costs and expenses

incurred by Licensor to comply to Licensee as Additional Fees. This includes reasonable attorney's fees incurred by Licensor as a result of Licensee's failure to comply with any term or condition of this License.

C. All Additional Fees shall be due and payable with the next scheduled Fee payment. Nonpayment of any Additional Fees gives Licensor the same rights against Licensee as if Licensee failed to pay the Fee.

5. LIABILITY FOR ABANDONING/FAILING TO USE PREMISES

If Licensee abandons the Licensed Premises and/or does not use the Licensed Premises or any part of thereof for a growing season without first obtaining Licensor's written approval, or unless prescribed in the Licensee's Resource Conservation Plan, Licensor may, by giving ten (10) days written notice to Licensee, declare this License forfeited and terminated and may, in such event, make reasonable efforts to re-license the Licensed Premises. Licensee shall be liable to Licensor by reason of such forfeiture and termination for all losses, liability costs and/or expenses incurred by Licensor, including but not limited to the Fee and Additional Fees due to Licensor from Licensee for the Term.

6. PURPOSE

A. Licensee shall have possession and use of the Licensed Premises for agricultural purposes only. Licensee shall not use the Licensed Premises for any other purpose, including but not limited to any business (except as approved by Licensor as provided in Paragraph 6B hereof), unlawful or hazardous purpose.

B. Licensee shall not conduct the retail sale of crops, produce, fruit and related merchandise on Licensed Premises. Licensee shall not commence or otherwise allow such retail operation to be conducted on the Licensed Premises without first obtaining Licensor's express written approval thereof, which may be withheld or conditioned in Licensor's sole discretion. In no event shall Licensor approve a request to conduct retail sales unless Licensee shall submit to Licensor satisfactory documentary evidence that Licensee has obtained all permits, approvals and licenses required by all State and local authorities having jurisdiction over the proposed business operation.

C. Licensee shall not conduct or allow to be conducted any activity for the public on the Licensed Premises, unless otherwise provided herein, without first obtaining Licensor's prior written approval for such activity. Licensor's approval of any proposed public activity, including but not limited to wagon rides and school tours, shall be based on Licensor's determination that the activity (i) is consistent with the purposes of this License; (ii) will not interfere with Licensor's management and operation of adjacent land comprising part of the County Park system; and (iii) shall be conditioned upon Licensee submitting to Licensor in a form satisfactory to Licensor, a certificate of insurance demonstrating that Licensee has obtained adequate liability insurance coverage as determined by Licensor at least thirty (30) days prior to the commencement of the activity. The certificate of insurance shall comply with the requirements of **EXHIBIT D** hereof.

D. Licensee shall not conduct any activity on land not included in the description of the Licensed Premises without first obtaining the express written approval thereof by the Licensor, which may be withheld or conditioned in Licensor's sole discretion.

E. Licensee shall provide the Licensor, if requested, an annual crop report or any

additional information and documentation regarding the farm operation. The Licensee shall not be responsible for filing a Farmland Assessment Application on behalf of the Licensors.

F. Licensee hereby covenants and agrees to comply with all of the terms and conditions of this Agreement, the applicable requirements of N.J.A.C. 7:36-1.1 et. seq., and Deed restrictions, if any, pertaining to the Licensed Premises.

7. ENTIRE AGREEMENT

The parties hereto agree that this License, including the Exhibits listed at Section 16, below which are attached hereto and made a part hereof as if incorporated herein at length, represents the entire agreement between the parties; all negotiations, oral agreements and understandings are merged herein.

8. HOLDOVER

If Licensors permits Licensee to remain in possession of the Licensed Premises after expiration of this License without renewing this Agreement or executing a new license, then Licensee shall occupy the Licensed Premises subject to all the terms, covenants and conditions contained in this License unless modified by a subsequent License amendment and/or extension. Such holding over by Licensee shall not constitute a renewal or extension of this License. Licensors may, at its option, elect to treat Licensee as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Licensee provided by law.

9. NOTICE

The parties hereto agree that all submissions, approvals and notices which may be required under this License shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

TO LICENSORS: The Somerset County Park Commission
P.O. Box 5327
North Branch, New Jersey 08876
ATT: Raymond A. Brown, Secretary Director

TO LICENSEE:

Notices shall be deemed delivered upon the sooner of actual receipt or three (3) business days after the mailing thereof. Either Licensors or Licensee may at any time change such address by mailing to the address above, a notice of change at least ten (10) days prior to such change.

10. AMENDMENTS

The parties hereto agree that this License may only be amended, supplemented, changed, modified or altered upon mutual agreement of the parties hereto in writing, signed by both parties.

11. SUPERSEDES

This License supersedes and cancels all previous licenses covering the Licensed Premises.

12. INDEPENDENT PRINCIPAL

Licensee shall, at all times, act as an independent principal and not as an agent or employee of Licensor. Licensee agrees not to enter into any agreement or commitment on Licensor's behalf and any such agreement shall be void and not be binding upon Licensor.

13. WAIVER

Failure of either party to complain of any act or omission on the part of the other party or to exercise any rights afforded that party in this Agreement, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this License shall be deemed to be a waiver of breach of any other provision or a consent of any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Acceptance by either party of any of the benefits of this License with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

14. ASSIGNMENT OR SUBLICENSE

Licensee shall not sublicense the whole or any part of the Licensed Premises, assign or transfer this License or Licensee's responsibilities under this License or the operations authorized hereunder, without the prior written approval of Licensor, which approval may be withheld or conditioned in Licensor's sole discretion. Such assignment or sublicensing shall be in writing and Licensee shall furnish Licensor with a copy of same and an agreement in writing wherein the assignee or sub-licensee assumes and agrees to be jointly and severally, directly and primarily liable including liability insurances as required of licensee by licensor with Licensee to keep, observe and perform all of the covenants, conditions and obligations to be kept, performed and observed under this License on the part of Licensee. Notwithstanding any sublicense, assignment or transfer made pursuant to this provision, Licensee shall at all time remain liable to Licensor pursuant to the terms of this License.

15. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this License shall be binding upon and shall inure to the benefit of Licensor's successors and assignees and Licensee's heirs, executors, administrators, successors and assigns.

16. EXHIBITS

The following Exhibits, which are attached hereto, and the terms and conditions set forth in those Exhibits are incorporated herein and made a part of this License as if set forth at length:

EXHIBIT A - License Map

EXHIBIT B- Licensor's Reservations

EXHIBIT C- Fee Schedule

- EXHIBIT D- General Conditions
- EXHIBIT E- Agricultural Provisions
- EXHIBIT F- Areas Open to Public

17. HEADINGS

The Article, Paragraph and Subparagraph headings throughout this License are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this License.

18. AMBIGUITIES

In the event of any discrepancies, inconsistencies or ambiguities between this document and the specifications which form part and parcel of the bid documents, the terms of this Farm License Agreement shall control.

19. NJDEP REGULATIONS

The use of the property must comply with the New Jersey Department of Environmental Protection Open Space Regulations and any and all licenses, including this License, are subject to approval of the NJDEP.

20. NO RECORDING

Neither this License nor any memorandum hereof may be recorded without the express written consent of Licensor. In the event that Licensee records this License or any memorandum hereof without first obtaining such consent, Licensee shall be in material breach of this License, and Licensor shall be entitled to pursue any and all of its remedies, whether legal or equitable, provided by law.

IN WITNESS WHEREOF, the said parties have duly executed these presents the day and year first above written.

LICENSOR:

SOMERSET COUNTY PARK COMMISSION

By: _____
Donald DiFrancesco, President

Date: _____

ATTEST:

By: _____

Name: _____

Date: _____

LICENSEE: _____

Date: _____

ATTEST:

By: _____

Name: _____

Date: _____

FARM LICENSE AGREEMENT ADDENDUM

This Addendum and the terms and conditions set forth herein are incorporated in and made a part of the License Agreement between the Somerset County Park Commission, as Licensor, and _____, as Licensee, as if set forth at length therein. In the event of any conflict between the terms of the License Agreement and this Addendum the terms of this Addendum shall control. All capitalized terms set forth in this Addendum shall have the meanings as set forth in the License Agreement unless otherwise defined herein.

1. Daniel J. Livak, Deputy Director/Business Administrator, will serve as the Park Commission's day-to-day contact. Mr. Livak can be reached at (908) 722-1200 ext. 228.
2. Pesticides shall be applied only under the supervision and control of a person holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License. This registration number and related categories, if held by the Licensee, must be supplied to the Licensor prior to the Effective Date of this license. Only chemicals approved by the County Agricultural Agent and/or included in the Farm Plan as a Best Management Practice shall be applied. A record of the type and amount of all chemicals and fertilizers and date of application shall be maintained by the Licensee and submitted to the Park Commission at the end of each year. Misuse of pesticides or other chemicals will not be tolerated and will entitle Licensor to immediately terminate this License. The termination shall be without any liability for compensation as set forth in Paragraph 9 in this Addendum. Pesticide applications may be made by licensed commercial pesticide applicators who shall provide a certificate of insurance evidencing the liability insurances, including pollution, as required of licensee by licensor.
3. All pesticide applications shall be done with ground type equipment. There shall be no aerial spraying of any kind.
4. The use of any type of audible device such as crow cannons, propane gun, popguns, etc. shall be prohibited.
5. Where excessive wildlife damage is occurring and an undue hardship can be demonstrated by the Licensee, relief may be granted by the Park Commission to allow the Licensee to hunt or trap. Relief may be granted only after the Licensee submits written documentation from the County Agricultural Agent and the N.J. Division of Fish and Wildlife with recommendations and proposed methods of relief. Any hunting or trapping allowed by the Park Commission shall be in strict compliance with the N.J. Division of Fish and Wildlife laws. Where suitable, the Park Commission may license the hunting rights to areas with heavy wildlife damage.
6. The Licensor has the authority to give special permission or license to any individual(s) regarding the use of the land (such as hunting). Such use shall be coordinated with the Licensee and certificates of insurance shall be required.
7. All irrigation from on site ponds, and adjacent streams shall be prohibited until the Licensee shall have obtained the appropriate water usage permits from N.J.D.E.P. and submitted a copy of the permit to the Licensor.

8. The Licensee agrees by method of covenant to quit and surrender the premises at the expiration of the License. The Licensee may be required at the end of the Term or sooner termination of this License to sample the soil and have it analyzed; and to amend the soil as recommended to leave the ph within the range of 5.0 = 7.0 at the time a cover crop is planted. Wear from reasonable use, thereof, and damages by the elements shall be excepted.
9. For reasons other than violating the terms and conditions of this Agreement, or for no reason at all, the Licensor may terminate the License at any time by giving ninety (90) days written notice of intent to terminate. Upon such termination, the Licensee shall yield immediate possession to Licensor; Licensor shall become owner of all growing crops remaining on the premises on the date of termination and shall be obliged to pay the Licensee the reasonable value thereof, hay fields being excepted. In case of termination, the fee shall be pro-rated from the Effective Date of the License until said termination. The County Agriculture Agent shall be designated as the arbitrator and make any determination as to the value of planted crops.
10. The Licensee shall not allow the general public to enter the property to harvest or "pick your own."
11. Fertilization and manuring practices, if not included in an approved Farm Plan, must be approved by the Licensor in consultation with the Soil Conservation Service.
12. The Farm Plan developed by the Soil Conservation Service and approved by the Licensor, and the Best Management Practices therein, shall supersede any clause pertaining to 'how to farm'.
13. All contract documents must be signed and returned to the Somerset County Park Commission by the entity to whom the bid is awarded within ten (10) days of its receipt or request to appear at Somerset County Park Commission headquarters to sign said documents, whatever the case may be, and failure to comply with same shall, at the option of the Somerset County Park Commission, cause said offer to be deemed withdrawn and rejected.

IN WITNESS WHEREOF, the said parties have duly executed these presents the day and year first above written.

LICENSOR:

SOMERSET COUNTY PARK COMMISSION

By: _____
Donald DiFrancesco, President

Date: _____

ATTEST:

By: _____

Name: _____

Date: _____

LICENSEE: _____

Date: _____

ATTEST:

By: _____

Name: _____

Date: _____

EXHIBIT A

LICENSE MAP

To Be Provided

EXHIBIT B

Licensor's Reservations: Identified on Parcel Maps (Exhibit A) with strikethroughs or cross-hatching.

The symbol - - - - - identifies the location of a ten-foot (10') unplowed and unplanted right-of-way.

The Somerset County Park Commission reserves the right to license hunting rights. The Licensee shall be notified of the conditions and terms of any hunting license agreement.

EXHIBIT C

FEE PAYMENT SCHEDULE

\$XXXX.00 fee payable on January 1 for the years 2017, 2018, 2019, 2020 and 2021.

EXHIBIT D

GENERAL CONDITIONS

1. CONDITION OF LICENSED PREMISES

The Licensed Premises are licensed to and accepted by Licensee in their present condition and without representation or warranty of any kind by Licensor including, without limitation, any representation or warranty of fitness for a particular purpose. Licensee has made a physical inspection of the Licensed Premises and has found that the same satisfactory for all purposes of his License.

2. ENVIRONMENTAL CLEAN-UP RESPONSIBILITY ACT

It is agreed that the Licensee shall, throughout the term of this License, at its sole expense, maintain pollution liability insurance at limits outlined in Section 6 Indemnification, promptly comply with all regulations of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers thereof, including but not limited to any laws of the Department of Environmental Protection of the State of New Jersey and the laws and regulations known as the Environmental Clean-Up Responsibility Act, N.J.S.A. 12:1K-6, et. seq. and the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et. seq. The Licensee shall comply with all of the requirements of these laws and in the event that the Licensee is in violation of any of the above described laws, or causes any spill of any hazardous substance or material which would necessitate a clean-up or clean-up costs in accordance with N.J.S.A. 13:1K-6 et. seq., the Licensee will indemnify the Licensor against all liabilities, damages, and other expenses, including reasonable attorney's fees, which may be imposed upon or incurred by the Licensor or brought against the Licensor. If any action or proceeding is brought against the Licensor by any reason of any of the occurrences described above, the Licensee will, upon written notice from the Licensor, at the Licensee's expense, resist and defend such action or proceeding by counsel approved in writing by the Licensor.

Additionally, if the Licensee is in violation of any of the above described laws, or causes any spill of any hazardous substance or material which would necessitate a clean-up or clean-up costs in accordance with N.J.S.A. 13:1K-6, et. seq., the Licensee shall be in default of this License Agreement in accordance with the terms hereof and the Licensor shall be able to pursue any of the remedies described in this License Agreement.

3. MAINTENANCE, REPAIRS AND UTILITIES

A. Licensee shall keep and maintain the Licensed Premises and the improvements, equipment and fixtures comprising part of the Licensed Premises in a neat, clean, safe and sanitary condition. Licensee shall, during the term of this License Agreement:

- i. promptly remove from the Licensed Premises all trash, garbage, and debris. Licensee shall at Licensee's sole cost and expense make such arrangements necessary to remove and dispose of all such trash, garbage and debris. Licensee shall participate in and comply with any recycling program in effect in the municipality in which the Licensed Premises are located. Licensee shall not be responsible to remove trash, debris or garbage that may have been disposed on the property prior to the License Term;

- ii. keep improvements, and all associated equipment, utility systems, and fixtures in good repair;
- iii. except for customary or agreed upon agricultural uses, keep nothing in any barn and/or other structures which is flammable, dangerous or might increase the danger of fire or other casualty; and
- iv. use all electric, plumbing and other facilities safely.

B. Licensee shall, as Additional Fees, be completely responsible for and pay all costs and expenses incurred in connection with the maintenance and repair of the Licensed Premises which are required in order to keep the Licensed Premises in good repair and condition at all times during the Term. Licensee's responsibility to maintain the Licensed Premises in good repair and condition requires Licensee to at all times keep and maintain the Licensed Premises and all improvements, utility systems, structural components, equipment and fixtures comprising part of the Licensed Premises, if any, in such condition as to minimize the effects of deterioration from age, use and damage. Licensee shall not commit or allow the commission by others of any act of waste and shall maintain and keep and immediately upon discovery make all structural and nonstructural, and ordinary and extraordinary maintenance and repairs of every kind which may be required to be made upon, or in connection with the Licensed Premises, including buildings, fences (including hedges), and other improvements, equipment and fixtures on the Licensed Premises.

Licensee shall deliver up peaceable possession of the Licensed Premises to Licensor upon the expiration or any termination of this License in as good repair and condition as they were delivered at the commencement of this License, ordinary wear, loss by fire or unavoidable destruction excepted. Licensor shall not be required to maintain or repair or replace structures, structural components, utility systems, equipment and fixtures comprising part of the Licensed Premises.

C. Licensee shall not cut, injure, damage or remove any trees or shrubs, nor make or allow any physical change in the natural conditions of the Licensed Premises without first obtaining the express written approval of Licensor or as permitted by the Licensee's Resource Conservation Plan or as reasonably required by the Licensee in order to use the Licensed Premises for the purposes intended.

D. Licensee shall, as Additional Fees, be completely and solely responsible for the payment of all utility services to the Licensed Premises, if any, including but not limited to heating, electricity, gas, telephone, water and sewage. Licensor is not liable for any inconvenience, harm or damage caused by any stoppage or reduction of services which is not the result of Licensor's act, omission or neglect. Such stoppage or reduction shall not justify or excuse Licensee from paying the Fee to Licensor unless caused by the Licensor.

E. Notwithstanding the foregoing, the Licensee's obligations under this section shall not include those portions of the Licensed Premises that are open to public access or retained by Licensor or their agents as shown on the attached Exhibits A and B unless the required maintenance or repair is as a result of any act or omission by or on behalf of Licensee, whether pursuant to the terms of this Agreement or otherwise.

4. ACCESS TO LICENSED PREMISES

A. Licensor, its contractors, agents or employees shall have the right of ingress and egress on, over and across the Licensed Premises with advance notice to Licensee over and through points of access that have been agreed upon by the parties so as to minimize any negative effect upon Licensee's use of the Licensed Premises for access to, maintenance, development, operation and security of adjacent or other County-owned property. Existing roads through the Licensed Premises shall be used in common by Licensee, Licensor, Licensor's employees, agents and assigns and other license holders for the purposes of ingress and egress to adjacent premises.

B. Licensor, its contractors, agents or employees shall have the right to enter the Licensed Premises and any building or structure so designated thereon at any reasonable time and with advance notice to the Licensee for purposes:

- i. of consultation with Licensee;
- ii. of inspecting the Licensed Premises, improvements and operations thereof as Licensor may deem necessary to assure compliance by Licensee with the terms and conditions of this License;
- iii. of making repairs and improvements;
- iv. of conducting any underground hydrological or other environmental testing program and/or to investigate and remediate any contamination;
- v. to conduct surveys, tests and design of proposed development of Licensed Premises; and
- vi. after notice of termination of this License is given, of entering the Licensed Premises for any purpose related to the management of the Licensed Premises as part of the County Park System.

C. The parties acknowledge that certain portions of the Licensed Premises shall be open and available to the public for various activities such as access trails and hunting. The portion of the property which shall be available and open to the general public is depicted on the attached **EXHIBIT A** and/or described in **EXHIBIT F**.

D. Licensor shall exercise its right under subparagraphs A and B above in such a manner so as not to damage Licensee's property or unreasonably interfere with Licensee's activities.

E. Licensee shall not plant any trees and/or crops within twenty (20) feet of any buildings and/or structures.

F. Licensee shall not plant any tree and/or crops and the ground shall not be disturbed on those areas designated as patrol or access roads on the attached **EXHIBIT A**. An area at least ten (10) feet wide shall be left free of trees and/or crops in such areas.

5. CROP DAMAGE

Licensor shall not be responsible under any circumstances for any damage to Licensee's crops, including but not limited to damage because of vandalism, deer and wildlife activities, fire,

hunting, explosion, the elements or otherwise during the Term of this License.

6. INDEMNIFICATION

A. Licensee, for itself and its agents, employees, heirs, executors, administrators, successors and assigns shall assume all risks and liabilities arising out of the improvement and maintenance of the Licensed Premises and Licensee's use and occupancy of the Licensed Premises under this License, except if and to the extent that such liability is caused as the sole and direct result of the negligent act of Licensor, its agents, servants and/or employees, or a condition in the Licensed Premises which is not caused by any contributing act, omission, or failure to act of Licensee. Licensee covenants to defend, protect, indemnify and save harmless Licensor and its officers, agents, employees, successors and assigns from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of actions, suits, claims, demands or judgments of any nature arising from:

- i. any injury to, or the death of any person in or on, or any damage to property which occurs in, on or about the Licensed Premises or in any manner growing out of or connected with the use, nonuse, condition of occupancy of the Licensed Premises, or any part thereof, and construction or repair of any improvements on the Licensed Premises;
- ii. violation of any agreement or condition of this License by Licensee, its agents, employees, contractors, invitees and anyone claiming by or through Licensee;
- iii. violation by Licensee of any contracts and agreements of record concerning the Licensed Premises and restrictions of record and/or any law ordinance or regulation affecting the Licensed Premises, or any party thereof.
- iv. Licensee's failure or omission to comply with any insurance policy required to be maintained under this License; and license, permit, certification, authorization, approval, or any duly promulgated and applicable federal, state and/or local laws, ordinance, rules and orders; and
- v. any act, error or omission by Licensee, its agents, employees, contractors, invitees and anyone claiming by or through Licensee in the performance of this License.

B. Licensor and Licensee shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full complete particulars of the claim. If the suit is brought against either Licensor or Licensee or any of their agents, servants and/or employees, they shall expeditiously forward or have forwarded to the other, every demand, complaint, notice, summons, pleading, or other document received by or then in their possession or the possession of their representative.

C. It is expressly agreed and understood that any approval by Licensor of the work performed and/or reports, plans and specifications provided by Licensee shall not operate to limit the obligations of Licensee assumed pursuant to this License.

D. Licensee's liability under this provision shall continue after the termination or expiration of this License, with respect to any liability, loss, expense or damage resulting from:

- i. acts or omissions occurring prior to termination or expiration; and

- ii. obligations of Licensee under this License which survive such termination or expiration.

E. This indemnification is not limited by, but is in addition to the insurance obligations contained in this License.

7. INSURANCE

A. Licensee shall, at its sole cost and expense, obtain and maintain at all times during the Term of this License and require all of its contractor(s) and subcontractor(s) including but not limited to any person providing any service and/or conducting any activity as a part of Licensee's occupancy and use of the Licensed Premises to secure and maintain in force at all times during the construction of any project and/or the provision of any service and/or conduction of any activity as part of Licensee's occupancy and use of the Licensed Premises, insurance on the Licensed Premises for liability for damages imposed by Law and assumed under this License of the types and in the amounts hereinafter provided:

- i. comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage (Licensee owned or operated motor vehicles and broad form property damage endorsements) against claims for bodily injury, death or property damage occurring on, in or about the Licensed Premises. Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury liability and for property damage liability combined single limit and including pollution liability.
- ii. property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft and damage on the structures and contents of the Licensed Premises, if applicable. Said insurance shall be in an amount not less than the appraised value of those contents. The value of the contents shall be determined by Licensee using whatever procedure the Licensee considers appropriate. Said policy shall be written so as to provide that the insurer waived all right of subrogation against either Licensor or Licensee in connection with any loss or damage covered by the policy; and
- iii. worker's compensation and the employer's liability insurance applicable to the laws of the State of New Jersey with limits of not less than \$1,000,000.00 per occurrence for bodily injury liability and \$1,000,000.00 occupational disease per employee with an aggregate limit of \$1,000,000.00 occupational disease.

B. All insurance coverage required to be maintained by Licensee in accordance with this License shall be issued by an insurance company satisfactory to Licensor authorized and approved to conduct business in the State of New Jersey and shall name the County of Somerset, the Somerset County Park Commission and the New Jersey Department of Environmental Protection as additional insureds.

C. Prior to the Effective Date of this License, Licensee shall provide Licensor with a certificate of insurance evidencing that Licensee has obtained all insurance required hereinabove and including Licensor et al as additional insured. The certificate of insurance shall provide for thirty (30) days notice, in writing, to Licensor prior to any cancellations, expiration or non-renewal during

the term the insurance is required to be maintained in accordance with this License. Licensee shall further be required to provide Licensor with valid certificates of renewal of the insurance upon expiration of the policies. Licensee shall also, upon request, provide Licensor with copies of each policy required under this License certified by the agency or underwriter to be true copies of the policies provided Licensee.

D. In the event Licensee fails or refuses to renew any of its insurance policies to the extent required by this License or any policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this License, Licensor shall immediately suspend all of Licensee's operations on the Licensed Premises until Licensee obtains insurance coverage in satisfactory form in compliance with this License or terminates this License.

E. Licensee expressly understands and agrees that any insurance protection required by this License shall in no way be interpreted to modify, limit or reduce the indemnifications herein made by Licensee to Licensor or to limit Licensee's liability hereunder to the proceeds of or premiums due upon the policies of insurance required to be maintained by Licensee under this License nor shall insurance requirements preclude Licensor from taking such other actions as are available to it under any provisions of this License or otherwise in law.

F. The liability limits of said insurance policies shall be increased from time to time to meet changed circumstances including but not limited to, changes in the purchasing power of the dollar as measured by changes in the United States' Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

8. REPORT OF INJURY

Any injury which shall occur to Licensee, its servants, agents or invitees on the Licensed Premises, express or implied, of which Licensee shall be notified shall be reported to Licensor immediately and in writing within ten (10) days from its occurrence.

9. SUSPENSION OF OPERATIONS

Licensee shall, at the direction of Licensor, immediately suspend, delay or interrupt all or any part of its activities on the Licensed Premises for such period of time as Licensor determines, in its reasonable discretion, to be appropriate to protect public health, safety and welfare on any County-owned property. The exclusive reasons for issuance of such an order will be the occurrence of hazardous work conditions, emergency conditions or any other reason where continuance of operations detrimentally impacts the health, safety and welfare of persons on site, the public, or County-owned property. Licensee hereby waives any claim for damages or compensation as a result of Licensor's reasonable action under this clause. For the purposes of this section, the Licensee's compliance with the Licensee's Resource Conservation Plan shall not constitute a hazardous or emergency condition that adversely affects their health, safety and welfare.

10. DEFAULT AND TERMINATION

A. Licensee shall comply with the terms and conditions of this License. Failure to so comply and/or the existence of any condition which Licensor determines to be in violation of the terms and conditions hereof shall be considered to be a default under the License, in which event Licensor may, in addition to any other right or remedy provided for by the License, at law or in equity, terminate this License provided that:

- i. In the event of Licensee's failure to pay, when due, any Fee, Additional Fees, taxes or other sums required to be paid by Licensee hereunder, such failure to pay continues for a period of twenty (20) days after Licensee's receipt of written notice thereof from Licensor served by Certified Mail, Return Receipt Requested; and
- ii. In the event of Licensee's failure to perform and/or comply with any of the other covenants, agreements and/or conditions herein contained, such failure continues for a period of thirty (30) days after Licensee's receipt of written notice thereof from Licensor served by Certified Mail, Return Receipt Requested, provided, however, that provided Licensee has commenced to cure during said thirty (30) day period, Licensee shall have an additional thirty (30) days to substantially cure such violation. If such violation is not substantially cured within said sixty (60) day period, termination shall, in the discretion of Licensor, be effective at the conclusion thereof.

In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the notice period, then such default shall not be deemed to continue so long as Licensee, after receiving such notice, proceeds to remedy the default as soon as is reasonably possible, within the notice period and continues diligently to take all steps necessary to complete such remedy within a reasonable period of time.

B. If Licensor shall fail to cure any material default of Licensor of which it has been notified by Licensee in writing, within the time permitted for cure in subparagraph A, above, Licensee shall have the right to terminate this License, upon sixty (60) days written notice of Licensee's intention to terminate hereunder, which right shall be in addition to any and all other remedies available to it.

C. In the absence of default by Licensor, Licensee shall have the right to terminate this License upon sixty (60) days written notice served upon Licensor by Certified Mail, Return Receipt Requested.

D. If at any time during the Term of this License, Licensee shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law or if a receiver shall be appointed for Licensee, then Licensor may terminate this License by notice served upon the assignee, receiver, trustee or other person in charge.

E. Termination of this License by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this License as of the date of such termination.

F. In the event Licensor exercises its right to terminate this License without breach of covenant on the part of Licensee, Licensor shall refund to Licensee that Fee paid in advance for the remaining unexpired portion of the Term.

G. This License shall not be terminated or cancelled without providing sufficient time for Licensee to harvest his way going crops.

H. Licensee shall deliver up and surrender peaceable possession and use of the Licensed Premises to Licensor upon any termination or expiration of this License in as good repair and condition as they were delivered at the commencement of this License, ordinary wear, loss by fire or unavoidable destruction excepted.

I. In the event of any termination of or upon the expiration of this License, Licensor may at once re-enter and remove any and all persons occupying the Licensed Premises. If Licensee shall fail to remove any personal property, lawfully belonging to and removable by Licensee, within the time prescribed by any notice of termination, or before the stated expiration of this License, Licensor may appropriate the same to its own use without allowing any compensation therefore, or may remove the same at the expense of Licensee. In the event the Licensee removes any personal property, Licensee hereby covenants to pay any and all damages which may be caused to the property of Licensor by this removal. This provision shall survive termination of this Agreement.

11. CREATION OF LIENS OR ENCUMBRANCES BY LICENSEE

A. Licensee shall not permit to remain and shall promptly discharge, at its own cost and expense, all liens and charges upon the Licensed Premises or a part thereof arising out of or by reason of any labor or materials furnished or claimed to have been furnished or by reason of construction, alterations, addition, or repair of any part of the Licensed Premises. Notice is hereby given that Licensor shall not be liable for any labor, services or materials furnished or to be furnished by Licensee, or to anyone using the Licensed Premises through or under Licensee, and that no mechanic's or other such lien for any such labor or materials shall attach to or affect the interest of Licensor in and to the Licensed Premises. This provision shall survive termination of this Agreement.

B. Licensee shall, upon completion of any improvement(s), provide Licensor with a signed copy of any and all lien(s), said statement indicating that all contractors have been paid and all lien(s) have been discharged.

12. NO DISCRIMINATION

Licensee shall not discriminate against any employee or applicant for employment because of age, national origin, race, creed, color or sex. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13. SOLICITATION

Licensee warrants that no person has been employed directly or indirectly to solicit or secure this License in violation of the provisions of N.J.S.A. 52:34-19, and that the laws of the State of New Jersey relating to the procurement and performance of this License have not been violated by any conduct of Licensee, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any County employee, officer or official.

14. HISTORICAL ARTIFACTS

In the event that any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of Licensee's activities on the Licensed Premises, Licensee shall immediately notify the Somerset County Park Commission. Such historic articles are to be left in place until inspection by appropriate Somerset County Park Commission personnel who will ascertain their historic significance and issue instructions regarding handling and removal. Such items are the property of the County of Somerset and shall be surrendered to Somerset County Park

Commission representatives accordingly.

EXHIBIT E

AGRICULTURAL PROVISIONS

1. AGRICULTURAL PRACTICES

A. Licensee shall maintain and operate the Licensed Premises in accordance with and shall, at Licensee's sole cost and expense, provide all such labor, materials, supplies, equipment and improvements necessary to maintain and operate the Licensed Premises in accordance with Best Management Practices as determined by the State of New Jersey, Department of Agriculture, Rutgers Cooperative Extension, County Agricultural Agent ("Agent") and the federal Agriculture Stabilization and federal Soil Conservation Service.

B. Licensee shall comply with agricultural management practices approved by the State Agricultural Development Committee under the Right to Farm Act, N.J.S.A. 4:1C-1 et. seq. and the Pesticide Control Code at N.J.A.C. 7:30.

C. Licensee shall manage the Licensed Premises in accordance with the New Jersey Forestry and Wetlands Best Practices Manual.

2. RESOURCE CONSERVATION PLAN

A. Prior to any farming activity, Licensee shall submit to Licensor and obtain Licensor's approval of a Resource Conservation Plan setting forth the management decisions and conservation practices that Licensee intends to implement in the operation of the Licensed Premises during the Initial Term of this License. The Resource Conservation Plan shall provide for implementation of currently accepted Best Management Practices and shall be developed for the Licensed Premises in consultation with the appropriate federal and state agricultural and soil conservation agencies. Consistent with Best Management Practices applicable to the Licensed Premises and Licensee's operation thereof, the Resource Conservation Plan shall include but not be limited to a comprehensive description and explanation of:

- i. the proposed implementation of soil reclamation practices and soil and water conservation practices; and
- ii. the proposed implementation of the Best Management Practices in accordance with Paragraph 1 of this Exhibit.

Licensor's approval of a Resource Conservation Plan shall be based upon Licensor's determination that the Plan was developed in accordance with and implements the requirements of this License. Said approval shall not be unreasonably withheld.

B. The parties acknowledge that the Licensor shall require a Resource Conservation Plan to be submitted on an annual basis and shall be a requirement for any renewal of the License to the Licensee or any other prospective Licensee on the property.

3. SUBSIDIZED PROGRAMS

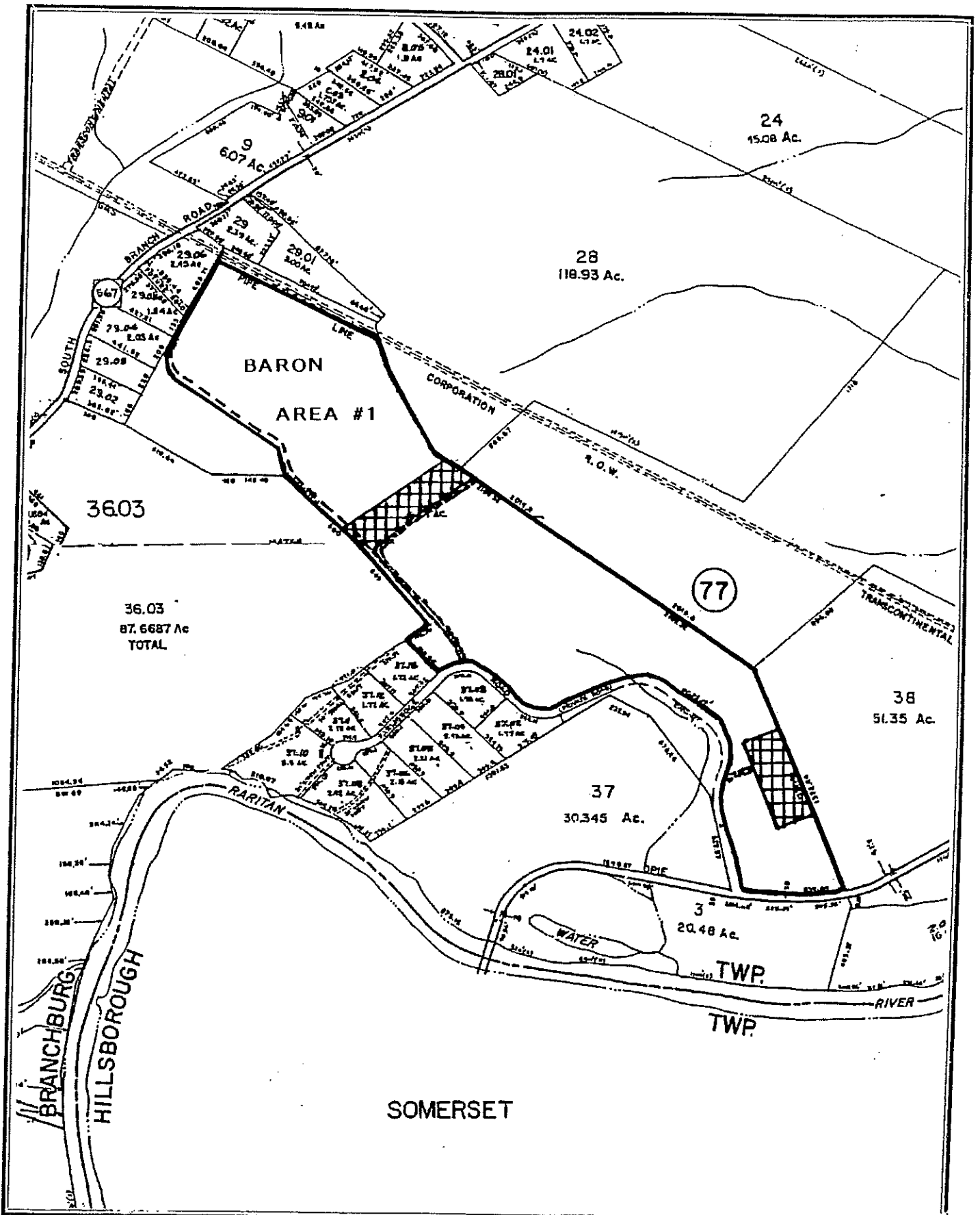
Licensee shall not list and/or enroll the Licensed Premises or any part thereof, in any federal and/or state set aside program for the purpose of obtaining funds from said program as

reimbursement for not farming or limited farming of the Licensed Premises or otherwise requiring the land to remain fallow without first obtaining Licensor's express written approval thereof or unless enrollment or such a program is in accordance with Best Management Practices (BMP) or in accordance with the Farm Conservation and Management Plan. Said approval shall be based upon Licensor's determination that Licensee's participation in the set aside program is consistent with this License and Licensor's intent and purpose in licensing the Licensed Premises for agricultural use. Said approval shall be upon such terms and conditions as Licensor may reasonably require.

EXHIBIT F

AREAS OPEN TO THE PUBLIC

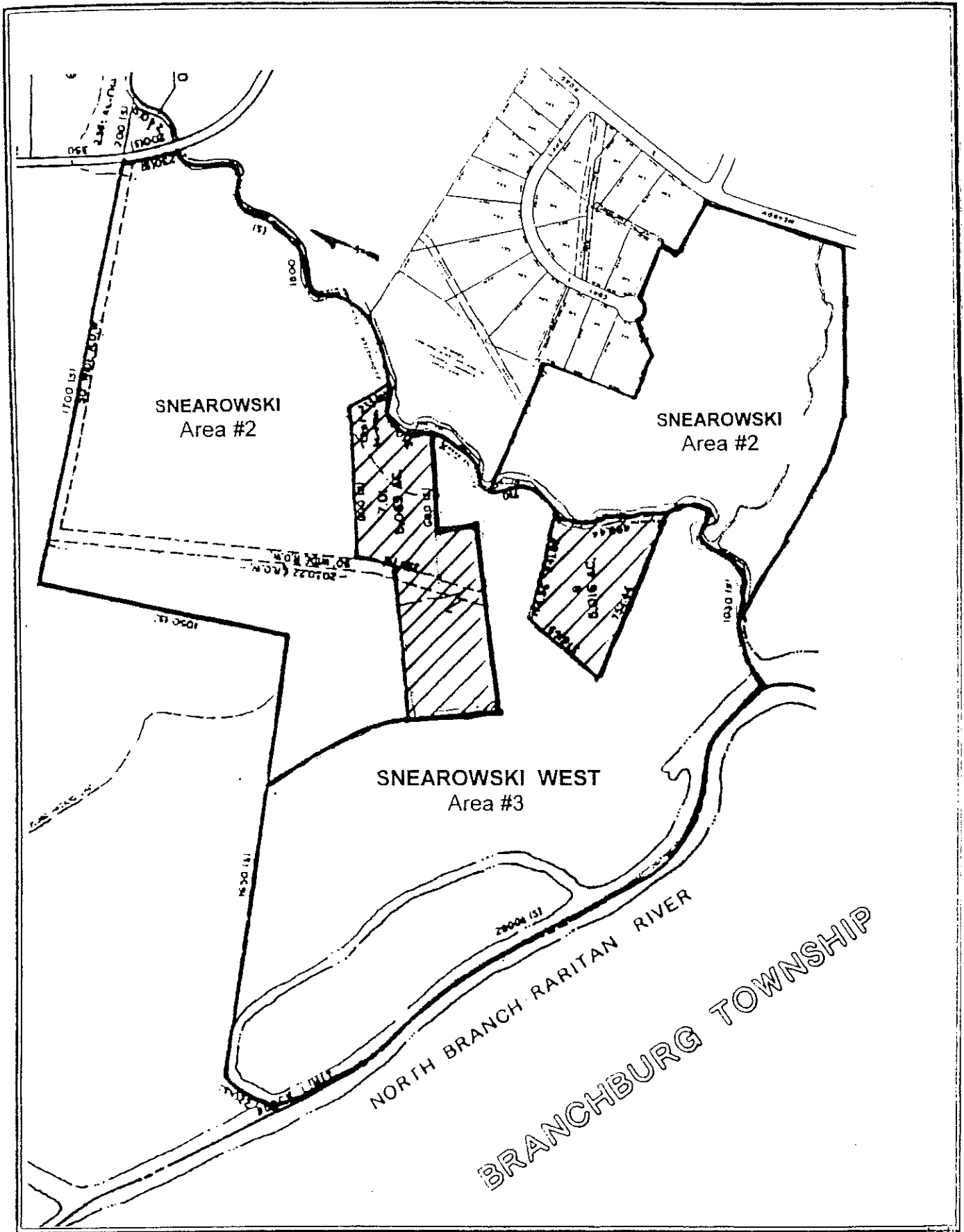
EXHIBIT A



SOMERSET COUNTY PARK COMMISSION
THOMAS J. BOCCINO, PP/CLA
MANAGER
DEPARTMENT OF PLANNING AND LAND ACQUISITION

BARON
AREA #1

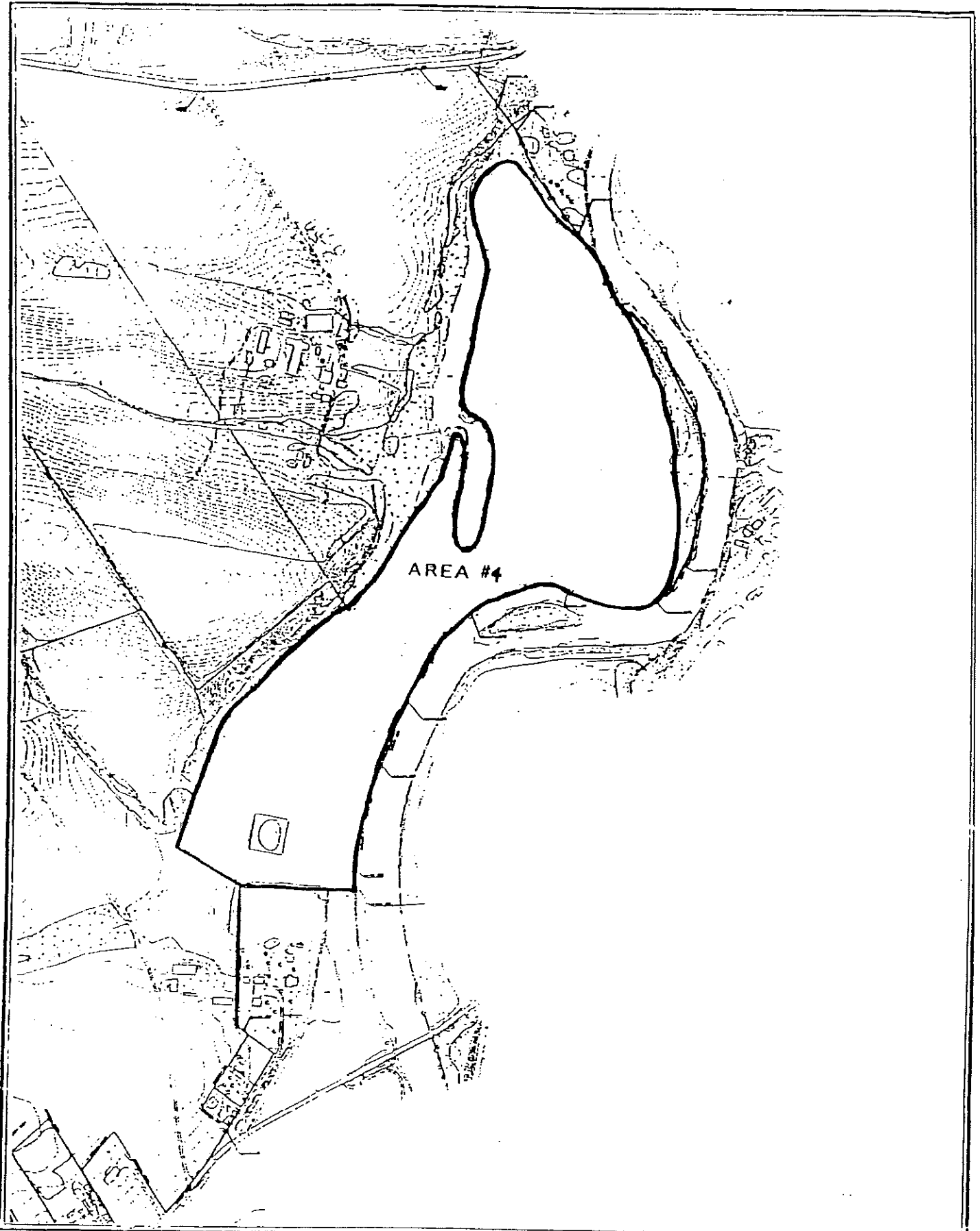
EXHIBIT A



SOMERSET COUNTY PARK COMMISSION

SNEAROWSKI- AREA #2
SNEAROWSKI WEST- AREA #3

EXHIBIT A

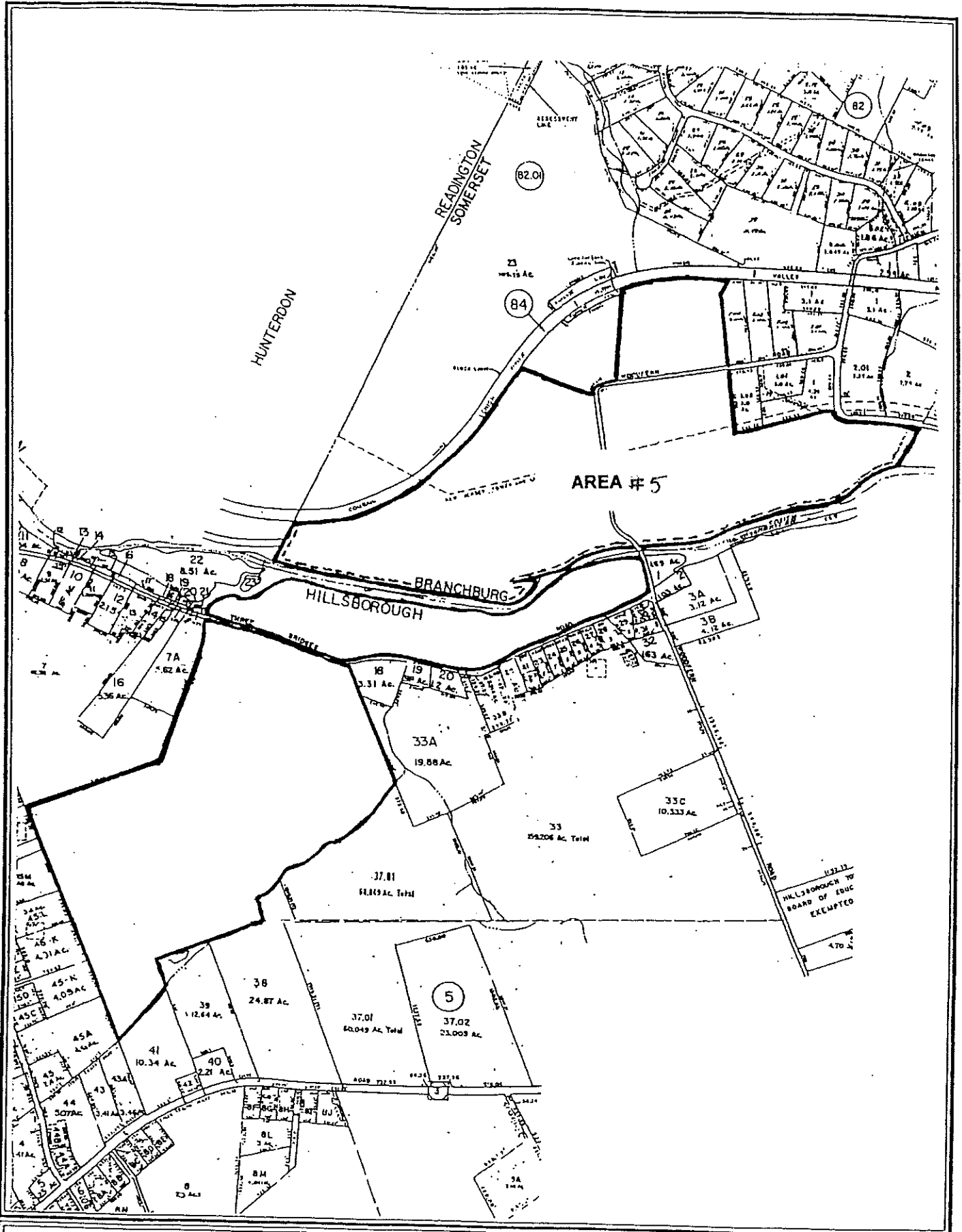


SOMERSET COUNTY PARK COMMISSION

SOUTH BRANCH RESERVE

AREA #4

EXHIBIT A



SOMERSET COUNTY PARK COMMISSION

KANACH PARCEL

AREA #5