DREW

DREW UNIVERSITY / MADISON NJ

Request for Bid/Proposal

Landscaping Maintenance

Bids/Proposals Due:
September 27, 2017

Mark Mehler
Director of Purchasing
Drew University
36 Madison Ave, Madison, NJ 07940

973-408-3309
mmehler@drew.edu

DREW

DREW UNIVERSITY / MADISON NJ

Solicitation Number: B180004
Date Issued: September 5, 2017
Purchasing Contact: Mark Mehler
Phone: 973-408-3309
Email: mmehler@drew.edu
Requesting Dept: Facilities

Bid Proposals will be due on Wednesday, September 27, 2017 at 2 p.m.
*Bid/Proposal must be received on or before the due date. Late bids/proposals may not be accepted.

Return bid/proposal to:
Drew University
Purchasing Department/Madison House Room 303
36 Madison Ave, Madison, NJ 07940
Attn: Mark Mehler

PURPOSE AND INTENT:

Drew University is requesting proposals from qualified firms for landscape maintenance for the entire Drew University campus and Drew owned off campus properties.

ACKNOWLEDGEMENT:
Signature of the bidder below attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in this document and all information provided is accurate

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone #: _____ Fax #: _____
Email: _____ Federal ID#: _____

Signature Authorized Representative: _____
Name (Type or Printed): _____
Date: _____

Request for Proposal/Bid
Project: Landscaping Maintenance Services

INTRODUCTION
Drew University is requesting proposal from qualified firms for landscaping services of the Drew University campus and adjacent Drew-owned off campus properties.

DEFINITIONS
The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchasing Department

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – An alteration or modification of the terms of a contract between Drew University and the Contractor(s). An amendment is not effective until approved in writing by the Drew university Director Purchasing or authorized designee.

Bid – Response submitted by bidder in response to a solicitation.

Bidder – An individual or business entity submitting a proposal in response to this Request for Proposal.

Contract – This RFP, any addendum to this RFP, the Bidder's proposal submitted in response to this RFP, any agreement signed by both parties, and/or any purchase order issued to the Contractor by Drew University.

Contractor – The Bidder awarded a contract resulting from this Request for Proposal.

Director – Drew University Director of Purchasing or his designee. The Director is the chief contracting officer for the Drew University.

University – Drew University

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by Drew University unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this Request for Proposal.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements outlining a scope of work, specifications, etc. inviting potential bidders to submit a proposal to provide such products and/or services to meet the purchase needs of Drew University as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement may result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey.

Contract Manager – The individual responsible for the oversight of the project and approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Contractor, where by the contractor uses the products and/or services of that entity to fulfill some of its obligations under its contract with Drew University, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with Drew University, only with the contractor.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to Drew University pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

INSTRUCTIONS TO BIDDERS

Pre bid meeting

An optional on-site pre-bid meeting is scheduled on September 15, 2017 at 11 am. Bidders are to meet at the Pepin building (Facilities office) to be met by a University representative to tour the campus and off campus properties as needed.

Questions/Addenda

All questions regarding this solicitation must be submitted in writing via email to mmehler@drew.edu and must be received prior to 4:00 p.m., on September 20, 2017. Should any questions be received, an addendum or clarification will be issued to all bidders on or after September 22, 2017. If an addendum

and/or clarification is posted, bidders must indicate so as noted in the Bid Proposal Form acknowledging receipt of any addenda. Failure to do so may subject Bidder to disqualification.

Proposal/bid submission

Bidder shall mail or cause to be delivered bid/proposal for aforementioned project no later than 2:00 p.m., September 27, 2017, to Drew University, Purchasing Department/Madison House Room 303, 36 Madison Ave, Madison, NJ 07940, Attn: Mark Mehler

The University shall not be responsible for lost or misdirected bids.

Pricing

Bids for this project are being solicited on a single bid lump sum basis. Bidder shall submit prices for the Lump sum and any Unit Prices using the provided Pricing Form. If there is no cost associated with the Alternate or Unit Price, bidder should enter "0.00" or "no change"; failure to indicate accordingly will be interpreted as $0.00 for that particular item.

Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.

The University reserves the right to require bidders to provide a schedule of values of their lump sum bid price or other clarifications upon request.

Substitutions

The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the specification. Any substitution must be approved by the architect and the University. The University shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the University and no change in the project schedule.

Withdrawal/Proposal Errors

A written request for the withdrawal of a bid will be granted if the request is received by the University prior to the specified time of the bid due date.

After the bid due date, should the bidder be the intended awardee of the project but refuse to perform the work for the price provided, they will risk forfeiture of their bid security.

Award/Acceptance

The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless otherwise notified by the University. All bid securities shall be returned

immediately if all bids are rejected. All bidders shall be notified of whom the award is to be made by receipt of a written "Intent to Award" letter from the University.

Best and Final Offer

The University reserves the right to invite one or more Bidders to submit a best and final offer (BAFO). Said invitation will be coordinated by the University's Purchasing department and all information will be safeguarded and treated as confidential to ensure fair treatment among bidders as applicable.

REQUIREMENTS, TERMS AND CONDITIONS

~~Bonds~~

~~Bidder must submit with its bid a Certified Check in the amount of ten percent (10%) of the base bid, or a Bid Bond in the amount of ten percent (10%) of the total bid.~~

~~The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract within fifteen (15) days upon issuance of the Intent to Award letter. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.~~

~~All bid deposits shall be returned within three (3) days upon issuance of the Intent to Award letter, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract and delivery of the Performance Bond and Certificates of Insurance.~~

~~Should the successful bidder fail to enter into said contract after acceptance of bid by the University, then the check or security deposited by that bidder shall, at the option of the University, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond.~~

~~Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.~~

Bidder responsibility/cost liability

The University assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this solicitation.

Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

Licenses/Certifications

Bidders shall, or as applicable, its subcontractors have and present satisfactory evidence upon request of all required licenses, certifications, registrations, qualifications, etc.

Energy Star

The University holds a preference for ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. Bidders shall include ENERGY STAR products whenever available. For products that do not have ENERGY STAR labels, bidders shall follow guidelines established by the New Jersey Clean Energy Program and/or those that rank in the upper 25 percent of energy efficiency as designated by the Federal Energy Management Program.

Taxes

University is exempt from New Jersey sales or use taxes, federal excise taxes, or other certain other states' taxes as may be applicable. Bidder shall not include any taxes in the price quotations or nor on subsequent invoices for all goods or services.

Form of agreement

The successful bidder shall be required to sign the standard form contract, a copy of which is attached and inclusive of the University's General Terms and Conditions, which are available at http://www.drew.edu/fba/information-for-vendors/purchase-order-terms-conditions/. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable, may be deemed to constitute a bid exception and cause for bid rejection.

EVALUATION CRITERIA

Bids will be evaluated by a committee composed of members of the University's department responsible for managing the service, the University's Purchasing Department and other institution employees as needed. Bids/proposals will be judged including, but not limited to, the following criteria:

1. Pricing
2. Qualifications
3. References
4. Experience

EXTERIOR GROUNDS MAINTENANCE

GENERAL

Introduction

This Request for Proposal ("RFP") is issued by DREW UNIVERSITY ("Owner"), to solicit competitive proposals for Exterior Landscape Maintenance of DREW UNIVERSITY in Madison, New Jersey. The scope of Exterior Landscape Maintenance consists of four (4) distinct components to be priced separately:

a. Main Campus
b. Athletic fields
c. Off campus properties (A separate price is required for each property, see Off Campus property list)
d. Snow removal
    1. Main Campus
    2. Off Campus properties snow removal (A separate price is required for each property, see Off Campus property list)

Service Agreement Term

Owner and the selected Landscape Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of three (3) years. Upon termination of expiration of the current term, Contractor shall perform the services on a month-to-month basis at the then current rate until either Party has provided the other Party written notice of its election to renew or terminate the Contract and new services have been completely transitioned to another Contractor.

Examination of the Site

Each Bidder is assumed to have visited the site and thoroughly familiarized itself with all conditions pertinent to the work in total as prescribed in this document. No additional compensation nor relief from any obligations will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

Maintenance Personnel Uniforms

All laborers and foremen of the Contractor shall perform all work on the premises in a uniform to be designed by the Contractor. The University reserves the right to approve the uniform. The Contractor shall have a reasonable time within which to obtain uniforms for new employees. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. Worn and tattered uniforms shall be promptly replaced. High visibility shirts shall be worn year round and high visibility vests, coats, and reflective gear shall be worn as

needed during the fall, winter, and spring or inclement weather.

As part of the uniform, each member of the Contractor's staff shall wear a badge provided by Drew University for identification purposes. New employees will be required to obtain a badge within 30 days of employment.

Maintenance Personnel Behavior

No smoking in or around the campus and building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards tenants, guests, management, etc will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

Communications

All communication regarding the scope of work, including but not limited to recommendations, opinions, etc. to any building occupant or other campus member shall be limited to and referred to the Facilities department.

Safety

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all applicable OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this agreement, utilizing safety equipment such as high visibility vests, traffic cones, appropriate safety barriers, etc.

Contractor will routinely train and re-train their employees with regard to the safety program and safe work procedures. Contractor is responsible for managing and monitoring their employees and sub-contractors safe work practices and for providing, utilizing and managing their employees and sub-contractor's safety equipment such as body, breathing, eye, head and hearing protection, inclement weather work wear, high visibility work wear, traffic cones, safety barriers, etc. Contractor is responsible at all times for properly and safely storing in appropriate containers, cabinets and areas all; landscape and snow removal maintenance equipment and materials, including, but not limited to paint, chemicals, fertilizers, pesticides and fuel per all applicable codes, regulations, laws and safety standards. Contractor is responsible for paying all fines and any other fees and associated costs, as a result of their negligence.

Contractor is responsible for maintaining the cleanliness and organization of the landscaping shop, office and storage yard. The Contractor will not allow debris to accumulate in these areas at any time. The Contractor is responsible for recycling or discarding any materials left over from performing their day to day tasks. For all recycled materials the Contractor shall provide Drew University with the quantity of the item recycled and the associated recycling certificate.

Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this agreement. The Contractor, its employees and sub-contractors shall

be instructed to be continually aware of students and pedestrians taking care to turn off mowers, blowers, and other power equipment when there is a potential for injury. Damage to property (including vehicles) must be avoided and shall be the responsibility of the Contractor.

Background Check

The Contractor shall provide the owner, at the Contractor's expense, verification that each employee has gone through a background check such as "e-verify". These records must be readily available to the Owner for his review.

Staffing

Contractors shall provide no less than seven (7) landscape personnel on an annual basis, to include at least one (1) salaried working supervisor, one (1) staff member for exterior refuse pickup/removal, and one (1) hybrid who will perform refuse/pickup removal in the absence of the primary refuse person.

At any given time during normal business hours (8 hour/day, year round), there should be no less than four (4) landscaping personnel on weekdays and three (3) landscaping personnel on weekends. A representative staffing model shall be as follows:

	M	T	W	Th	F	Sa	Su
Supervisor	X	X	X	X	X		
Laborer	X	X	X	X	X		
Laborer	X	X	X	X	X		
Laborer			X	X	X	X	X
Laborer			X	X	X	X	X
Hybrid			X	X	X	X	X
Refuse	X	X	X	X	X		

There is at minimum one (1) major event each month including, but not limited to: Board of Trustee meetings, Commencement, Discover Drew Days, Move-In and Move-Out weeks, Alumni Weekends, Parent's Weekend and Forum Lecture Series, etc. Contractor is required to make all provisions necessary to accommodate campus landscaping needs for each given event, including tailoring personnel schedules to all events whether occurring on weekends, off hours, etc. to ensure the grounds, including pathways and roadways are properly maintained and presented in the best possible manner. Owner shall not incur any additional overtime charges in prepping campus for any major events.

Holidays – Contractor shall provide a holiday staff schedule for approval by AVP of Facilities. At minimum, contractors will be required to provide no less than two (2) landscaping personnel during holiday periods. One of the two positions who work on holidays is required to perform trash removal services.

For any position that remains vacant for a period not to exceed two (2) weeks, a corresponding proportionate credit shall be provided to Drew University equivalent to $100/day for each day a position remains vacant ($200/day for supervisor).

Each individual assigned to work on any given day, including personnel performing construction or other projects shall personally sign in on a daily basis with the Facilities department at the beginning and ending of their work day.

SCOPE OF WORK

The Landscape Maintenance Services will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within these specifications, of all planted trees, plants, groundcovers, and lawn areas within the limits of the work area of Drew University, in Madison, New Jersey to include Campus, Off Campus Housing, and Copper Beech Condominiums.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified in this specification. Contractor shall pay all federal, state and local taxes, including excise, use and sales taxes.

Drew University shall purchase all seed, flowers, plants, shrubs, trees, mulch, topsoil, etc. for planting or application by Contractor.

Contractor is responsible for watering all annual and perennial flowers, as well as all newly installed flowers, plants, shrubs, and trees, by water truck with a pump or similar method, as needed. Watering responsibility includes checking and filling water bags.

Contractor shall provide and apply fertilizer, herbicide and pesticides.

On an annual basis, the Contractor shall provide a current employee roster list and inventory of all equipment that the Contractor owns and operates in fulfilling it requirements in the performance of work under this contract.

Contractor shall provide client with an annual landscape maintenance plan prior to the beginning of each contract year for the AVP of Facilities review and approval. The landscape maintenance plan shall include the annual schedules of services for the main campus, athletic fields, President's house, and each off campus property for all landscaping tasks including but not limited to irrigation, fertilization, pest control, weed control, field maintenance, mulching, pruning, etc. The landscape maintenance plan shall include a list of all landscaping maintenance tasks with frequencies by week, month, and or season, for each area and position.

Drew university reserves the right to modify the scope of work, i.e., the quantity or type of materials used, the frequency of performance, etc.

It is the responsibility of the Contractor to notify Drew University in writing of any conditions beyond the control of the Contractor or scope of work of these specifications that may result in the

damage, and/or loss of plant material. This responsibility includes, but is not limited to, the following:

a. Vandalism and/or other abuse of the property, which results in damage to the plant material.

b. Areas of the site that continually hold water.

c. Areas of the site that are consistently too dry.

Contractor shall list any such items on the Weekly Maintenance Worksheet with recommend solutions and related costs.

Timing

Scheduling of maintenance visits will be determined by Drew University. Drew University shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled.

Drew University may at any time request alterations to the general maintenance service provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials or labor.

The Contractor will be provided with a yearly calendar of events that highlight key dates and athletic game schedules. The Contractor shall complete all maintenance requests and tasks such that Drew University can present the best possible image to students and visitors.

Equipment

The Contractor shall keep their equipment in proper and safe working condition. If equipment is inoperable, contractor shall repair or replace equipment in a timely manner, this period shall not exceed one (1) months' time. If equipment cannot be repaired in a timely manner, contractor shall replace the equipment or make alternative arrangements to complete all necessary services under the terms of this specifications.

Billing

The Contractor is responsible for providing invoices in a timely manner. Invoices shall be provided to Drew University no more than 30 days from the project completion date. The Contractor will provide Drew Facilities Management with an Account Statement on a monthly basis for each account Drew has with the Contractor.

Labor unit prices including a per supervised man-hour cost and a per labor hour cost shall be provided for any proposed Contractor work outside the Service Agreement scope that Drew University requests. Any such work must be approved in writing by Drew University before it is begun by the Contractor.

When any extra work is performed and Drew University deems such work entitles compensation beyond the monthly price of maintenance, the Contractor will complete an additional work request showing:

a. The number of workmen, their title, and the number of man-hours required to perform the work.

b. A brief description of the nature of the work, a list of materials used, and an estimate of total cost to complete work.

c. All possible associated future costs, i.e., mulch, additional irrigation heads.

Any quoted work beyond the normal scope of services, that is approved, shall be performed by additional staff, not by the regular day-to-day landscaping maintenance personnel already assigned to the account.

Daily Task Completion List

The landscaping team members will be responsible for completing a checklist on a daily basis of the areas they maintained and completed. Copies of each person daily checklist shall be left at the Facilities office when they sign out for the day during weekdays, or in the Landscaping Maintenance mailbox on weekends.

Weekly Inspections

Contractor is responsible for a weekly inspection of the property and for the performance of all items required and referred to in these specifications.

Weekly Maintenance Worksheet

Contractor is responsible for notifying Drew University through the Weekly Maintenance Worksheet of any problems. This worksheet must be left with the AVP of Facilities or their designee on the day of the maintenance visit and copies must be sent to Drew University designees on a weekly basis. These forms are very important in protecting both Drew University and Contractor when discrepancies occur. The Contractor may use its own formatted worksheet, if approved by Drew University, in advance. Any items not called to the attention of Drew University that results in any damage to the property will become the liability of the Contractor.

Weekly Work Plan

By noon on Thursday of each week the Landscaping Supervisor shall provide a weekly work plan for the next work week, with the maintenance tasks broken down by day and position to the AVP of Facilities or his designee for review.

Monthly Landscape Maintenance Inspection

Drew University will perform a monthly site inspection with the Contractor. At that time, Drew University will compile a list of landscaping related items that should be performed before the next site inspection. Drew University will be responsible for scheduling the monthly inspections. Drew University must have no less than 14-days notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SERVICE DESCRIPTION AND SPECIFICATIONS

I. FESCUE/ BLUEGRASS MAINTENANCE

A. Mowing:

Turf shall be cut at a height of three (3) inches to four (4) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. Mowing patterns shall be alternated at each mowing. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. All grass clippings shall be removed from the site. Contractor can provide at their expense roll off containers for the collection of landscaping debris. The containers will be sited in Drew University's Recycling Center. Contractor shall supply owner with recycling documentation from a county approved grass disposal facility. Contractor shall provide Owner with recycling certificates on a monthly basis indicating quantities disposed.

Contractor shall make every effort to avoid mowing in areas where ground conditions may cause mowing equipment to create rutting. Contractor shall notify Owner when such conditions exist.

B. Edging

Contractor shall be responsible for edging all curbs, walkways, turf bed lines, and other items located in the turf such as manhole covers, mains, control boxes, electric boxes, telephony/ IT boxes etc., with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable.

Weedeaters are not to be used for edging. Blowers will be used to clean sidewalks, curbs, storm water ditches, and streets of organic material caused by mowing and edging, on the day the mowing or edging was performed. The contractor is responsible for keeping items located in the turf and mulch such as manhole covers, mains, control boxes, electric boxes, and telephony/ IT box, etc. free and clear from dirt, mulch and other debris.

C. Aerate, Overseed and Sliceseed

Turf areas shall be overseeded during the months of September or October with certified Grade A turf-type Fescue and Bluegrass seed at a rate of three and one-half (3.5) pounds per 1000 square feet for Fescue seed. The seed shall be blended such that there is approximately 75% Fescue and 25% Bluegrass. Lawns will be aerated with a spoon or core-type aerating machine. There shall be a minimum of four (4) plugs per square foot, reaching a depth of at least one and one-half (1.5) inches.

In lawn areas where turf density and coverage is less than 80%, a machine such as a "power seeder" or "slice seeder" shall be used to reestablish a quality lawn. It is anticipated that the lawn in its entirety will not require annual overseeding.

Note that in year one (1) of the Contract, 100% of the lawns will be aerated, overseeded, and power seeded. In year two (2), 50% of the lawns will be aerated overseeded, and power-seeded and in year three (3) of the Contract, 25% of the lawns will be aerated, overseeded, and power-seeded as part of the contract price.

Tilghman (front, side, and back including the field from Vinal Place to Lancaster Ave), Dorothy Young Center (front, side, and back), Wesley House and parking lot, Hall of Science, Smith House, Davies House, Brothers College, Faulkner House, Mead Hall and Rose Library (front, side and back), Seminary Hall (front, side and back), Asbury Hall, the Archives, Ehinger Center, University Commons, Simon Forum, and the President's House Lawn (front, sides and back), shall be aerated twice per year, June and September/October.

Each spring, ice melt damaged turf along roads, parking lots, loading docks, sidewalks, and pathways will be repaired by adding a 1-2" layer of topsoil and reseeded in the months of March and April.

D. Fertilization

Contractor shall have full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. After each fertilizer application, the Contractor shall promptly remove any fertilizer pellets from any paved surfaces. Liquid fertilizers shall **not** be used. **Contractor shall schedule all fertilizer applications in advance with Drew University. Drew University Facilities Management shall be notified prior to fertilizer application with as much notice as possible but in no case less than fourteen (14) days advance notice.**

E. pH Adjustment

Contractor is required to soil test each property and have results within 90 days after Contract execution. In the event that soil tests show a pH deficiency, the Contractor shall make recommendations and provide pricing for Drew University's approval.

F. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the property and treatment of any insect or disease related problems. Refer to Section X.A., Integrated Pest Management. **Drew University Facilities Management shall be notified with as much notice as possible but in no case less than fourteen (14) days in advance of any extensive chemical treatment. Any damages resulting from the misuse or careless use of chemicals shall be the liability of the Contractor.**

G. Water

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated turf areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to turf that was not reported to the Drew University in writing, and will be responsible for the replacement of said turf. Contractor shall not be responsible for the manual watering of any turf area unless it is under additional warranty from a separate contract.

H. Turf Weed Control

Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. The program will include pre-emergent, post-emergent, and mechanical weed control methods. **Drew University Facilities Management shall be notified with as much notice as possible but in no case less than fourteen (14) days in advance of any extensive weed control applications.**

I. Monofilament Trim

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. Contractor shall also trim weeds in all areas that require trimming including, but not limited to curb lines, drains, utility poles, ground boxes, shutoff/ main covers, manholes, walkways, roadways, paths, sidewalks, walls, fencing, netting (taking care not to damage fencing or netting), river rock areas, signs, wayfinding, and bollards, etc.

II. ALTERNATE - ATHLETIC FIELDS TURF MAINTENANCE

A. Mowing- Field Hockey, Baseball, and Soccer Fields

All fields shall be maintained in accordance with the appropriate National Collegiate Athletic Association (NCAA) standard. All fields shall be reel mowed a minimum of two (2) times weekly in the months of April through October and one (1) time per week through November 10 before the onset of the dormant season.

All turf playing surfaces shall be cut at a height between one inch (1") and one and one-half inches (1 ½") utilizing a reel mower. No more than 20% of the leaf surface may be removed at any one cutting. Mowing patterns shall be alternated at each mowing. Clippings shall be removed and disposed of off-site. If necessary, a drag mat or blower shall be used to disperse grass clippings. All field markers shall be replaced after mowing. Mowing of all field areas shall be done to a minimum of the frequency specified and on a timely basis before game events.

B. Mowing- Practice Fields

Practice fields shall be mowed two (2) times per week in the months of April, May, September, and October and one (1) time per week in June, July, and November. Turf shall be cut at a height of 2 to 3 inches. Practice fields do not require reel mowing.

C. Infield & Fence Line Edging

Contractor shall be responsible for edging all lines at all infield boundaries, baselines, pitcher's mound, base coach boxes, on deck circles, etc. to a uniform size and shape as requested by Drew University Facilities Management. Contractor shall use a metal blade edger.

D. Infield Maintenance

Contractor shall be responsible for raking, dragging, rolling, and leveling low areas in the exposed soil areas within playing surface four (4) times per week March through June and one (1) time per week May through November.

Leveling and compacting low areas shall be checked for and corrected before each dragging.

E Fertilization

The program shall be based on annual soil tests. A combination of water soluble and slow release nitrogen shall be used. Applications shall be scheduled as to provide a consistent turf growth. Throughout all fields fertilization shall be maintained for maximum turf density, color, and regeneration.

F. Weed Control

All fields shall be maintained to control and eliminate weeds. The program will include pre-emergent, post-emergent, and mechanical weed controls.

G. Disease Control

All fields shall be consistently inspected for identification of turf disease. Only

three (3x) annual treatments are to be applied. In the event more treatments are required, the per application price identified on the Supplemental Pricing Form shall be used. Fungicides shall be alternated in order to control resistant diseases.

H. Insect Control

All fields shall be inspected consistently for insect damage, i.e. grubs. Insecticides shall be applied on curative basis. Alternate insecticides shall be used to control resistant insects. Two (2x) applications per year shall be included in the Contractor's fee.

I. Aeration and Overseeding

All fields shall be aerated three (3) times annually, with conventional hollow tine coring equipment using one-half (1/2) to three-quarter inch (3/4") tines on three-quarter inch (3/4") spacings penetrating to a three-inch (3") depth. After each aeration, the fields shall be overseeded to maintain quality turf at a 2-3# /1000 sf rate. High traffic areas may require a higher rate to reestablish the turf.

J. Topdressing

Topdressing shall be performed as needed to fill divots and smooth all fields. The appropriate type and grade of sand approved by a qualified Agronomist shall be used to top-dress. After top dressing, the fields or infields shall be rolled as needed to ensure a smooth, firm playing surface.

K. Divot Repair

Divot repair and filling shall be done by the Contractor as needed to maintain level and smoothness on all fields. The filling of divots foot prints, or cleat marks are done with the same topdressing sand as used in maintenance. After each repair, the field or infield shall be rolled as needed to ensure a smooth, firm playing surface.

L. High Traffic Maintenance Areas

Within each playing field there are concentrated traffic areas that require special attention. Supplemental fertilization shall be consistent with Integrated Pest Management (IPM) practices. These areas may require an additional 20-25%. N-P-K to offset additional wear.

M. Grooming

All fields shall be groomed to remove thatch and grain from the turf. Grooming shall be accomplished with a rotary broom. Grooming of fields shall be done to a minimum of the frequency specified - twice in the growing season, once prior to overseeding.

N. Striping

Owner shall supply all paint and striping equipment. The Contractor shall have a trained individual knowledgeable in "striping" the fields available. Fields shall be striped to the appropriate dimensions and specifications 2 hours before each home game, camp or athletic event. For Drew University athletic games and events all field striping shall be completed in accordance with the appropriate National Collegiate Athletic Association (NCAA) standard and dimension.

O. Athletic Field Maintenance

The Contractor shall complete other athletic field and stadium maintenance tasks as requested by the University's Facilities Department such as, but not limited to: installing and removing fencing wind screens, clearing fields, bleachers and courts of leafs, branches, and other debris, athletic field litter patrol, moving and repositioning goals and nets and installing and removing goal nets.

III. SHRUB AND GROUNDCOVER MAINTENANCE

A. Pruning Shrubs

All shrubs shall be hand pruned to remove dead and/or damaged wood to allow for natural development of plant material and to create the effect intended by the Owner. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and/or structure pruning shall be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, and to promote interior growth and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during these prunings with prior authorization from Drew University's AVP of Facilities Maintenance or his designee.

In an effort to reduce hydrocarbon emissions the majority of pruning shall be accomplished through hand pruning operations. All pruning debris shall be taken off of the Drew University campus and disposed of at a county approved landscaping waste facility. Contractor can provide at their expense roll off containers for the collection of landscaping debris. The containers will be sited in Drew University's Recycling Center. Contractor shall supply owner with recycling documentation from a county approved landscape waste disposal facility on a monthly basis indicating quantities disposed.

B. Pruning Ornamental Grasses

Ornamental grasses such as Miscanthus, Pennisetum, etc., shall be pruned to an approximate 12 to 18-inch height removing drying and declining foliage. This pruning shall take place once plants begin to "shatter" or fall apart, approximately December or January.

In an effort to reduce hydrocarbon emissions the majority of pruning shall be accomplished through hand pruning operations; however, Contractor may use power equipment to facilitate the pruning. All pruning debris shall be disposed of at a county approved landscaping waste facility. Contractor shall provide Owner with recycling certificates on a monthly basis indicating quantities disposed.

C. Pruning Groundcover

Groundcover such as English Ivy (sp.), Euonymus Fortunei Winter Creeper, Boston Ivy, Vinca, Pachysandra, etc., shall be pruned as needed to maintain them away from base of trees, shrub masses, and hardscapes. Liriope (sp.) shall be pruned to a two (2) to four (4)-inch height in February or early March prior to the reemergence of the new bibs.

In an effort to reduce hydrocarbon emissions the majority of pruning shall be accomplished through hand pruning operations, however, Contractor may use power equipment to facilitate the pruning of large masses of groundcover. All pruning debris shall be disposed of at a county approved landscaping waste facility. Contractor shall provide Owner with recycling certificates on a monthly basis indicating quantities disposed.

D. Fertilization

Contractor shall have full responsibility of determining the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants during the first year of the Contract. Contractor shall be expected to apply any minor nutrients that might be needed to maintain healthy plant material. After each fertilizer application, any granules or pellets shall be removed from pavement, sidewalks, and storm water drainage ditches. Liquid fertilizers may not be used unless permission is granted by the Owner. Contractor shall provide material safety data sheets upon request. **Contractor shall schedule all fertilizer applications in advance with Drew University Facilities Management. Drew University Facilities Management shall be notified prior to fertilizer application with as much notice as possible but in no case less than fourteen (14) days advance notice.**

E. pH Adjustment

Contractor is required to soil test each property and have results within 90 days after Contract execution. In the event that the soil test shows a pH deficiency, the Contractor shall make recommendations and provide pricing for the Owners' approval.

F. Insect and Disease Control

Contractor shall be responsible for bi-weekly inspections of the entire property and treatment of any insect or disease related problems. Refer to Section X.A., Integrated Pest Management. **Contractor shall schedule all extensive chemical treatment applications in advance with Drew University Facilities Management. Drew University Facilities Management shall be notified prior to extensive chemical application with as much notice as possible but in no case less than fourteen (14) days advance notice. Any damages resulting from the misuse or careless use of chemicals shall be the liability of the Contractor.**

G. Water

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that was not reported to the Owners in writing and shall be responsible for replacement of these items.

H. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds.

III. TREE MAINTENANCE

A. Pruning

Contractor shall be responsible for maintaining all trees up to 15 feet into the canopy of the tree(s). The caliper of the limbs requiring pruning shall be four (4) inches or less, measured at the collar of each limb. Tree limbs requiring pruning that exceed this height and caliper limitation shall be priced accordingly and submitted for the Owner's approval. All other lower branching on all trees shall be pruned as needed to keep them elevated at a uniform height. The height of the lower branching will be dictated by the tree species, the location, the size of the tree, and safety, visibility, and proximity to street lamps.

Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. Trees located in natural areas shall be pruned

only when their growth habit affects formal maintenance areas, fences, and mulch paths. All sucker growth on the trunk and the base of trees shall be removed bi-weekly or as required to maintain a clean appearance.

Contractor will be responsible for pruning all small ornamental trees such as, but not limited to Taxus, Hemlock, Red Bud, Dogwood, Hornbeam, American Hollies, Crabapples, Yoshino Cherries, Kwanzan Cherries and Japanese Maples. All pruning debris shall be taken off-site and disposed of at a county approved landscaping waste facility. Contractor shall provide Owner with recycling certificates on a monthly basis indicating quantities disposed.

B. Water

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated bed areas and reporting any problems, such as disease, dead trees, etc. in writing, that may be present during maintenance visits.

Contractor shall be responsible for watering of newly installed or planted trees as needed for a period not to exceed six (6) months which includes routinely checking and filling water bags.

C. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted or removed when deemed appropriate by Owner and/or Contractor. Trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted to Owner(s) in writing for review and approval.

D. Care

Contractor shall take care not to damage exposed tree roots when mowing, monofilament trimming or performing other activities in and around trees. Trees damaged as a result of the Contractor's negligence shall be removed and replaced at the Contractor's expense.

E. Emergency Tree Removal

The Contractor will cut up and promptly remove any trees that have fallen and are blocking means of egress such as, but not limited to parking lots, roadways, sidewalks, loading docks, entrances, athletic fields etc. The Contractor will notify Drew University immediately if they are unable to cut up or remove a fallen tree due its size or other extenuating circumstances.

IV. SEASONAL COLOR/PERENNIAL FLOWER MAINTENANCE AND INSTALLATION

A. Seasonal Color Bed Preparation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all annual bed areas based on plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material and according to the pre-approved designs presented to and approved by Drew University's AVP of Facilities Management or his designee.

Contractor shall be responsible for the soil make up within each flower bed. Amendments such as, but not limited to Peat Moss, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to 14 inches with all amendments thoroughly incorporated into the soil mix. Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris, and trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.

B. Perennial/ Seasonal Color Installation and Replacement

Contractor shall be responsible for installing new, as well as replacing any perennial or seasonal color plants that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of Drew University. Drew University shall purchase plants for installation and replanting. Contractor shall notify Drew University in writing of any perennial or seasonal color plant needs by area, including recommended plants and quantities.

C. Mulching

Bed areas shall have one-fourth (.25) inch of finely ground hardwood mulch at all times, not allowing bare soil areas to be visible.

D. Perennial and Seasonal Flower Deadheading and Pruning

Deadheading: Declining flowers and foliage shall be removed as specified.

Pruning: Plants shall be pruned to prevent plants from becoming leggy or unsightly and to maintain a consistent, uniform mass.

E. Fertilization

Contractor shall have full responsibility of determining the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Any fertilizer

granules or pellets shall be removed from pavement, sidewalks, and storm drain areas as needed. Liquid fertilizers may not be used for the annuals. **Contractor shall schedule all fertilizer applications in advance with Drew University Facilities Management. Drew University Facilities Management shall be notified prior to fertilizer application with as much notice as possible but in no case less than fourteen (14) days advance notice.**

F. Insect and Disease Control

Contractor shall be responsible for bi-weekly inspections of the entire property and treatment of any insect or disease related problems. Refer to Section X.A., Integrated Pest Management. **Contractor shall schedule all extensive chemical treatment applications in advance with Drew University Facilities Management. Drew University Facilities Management shall be notified prior to extensive chemical application with as much notice as possible but in no case less than fourteen (14) days advance notice. Any damages resulting from the misuse or careless use of chemicals shall be the liability of the Contractor.**

G. Watering

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that were not reported to the Owners in writing, and will be responsible for replacement of these items. Contractor shall be responsible for supplemental watering of perennials and seasonal color plants, as needed.

H. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds.

I. Bulb Sizes

All bulbs shall be of a Grade A quality meeting the following size specifications: Tulips shall be at least 12-13 cm. in circumference; Hyacinths shall be 15-16 cm. in circumference; Daffodils shall be 15-17 cm. in circumference. Naturalized Daffodils can be 12-15 cm. in circumference. Drew University shall be notified of any deviation from these specifications prior to bulb installation.

J. Deer protection

Contractor shall make every effort to keep deer away from annual beds including sprays or by installing deer netting, if necessary. Drew University will provide deer netting.

K. Perennial and Bulb Maintenance

Perennials such as, but not limited to Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and drying foliage. The timing of this pruning will be seasonal, at the Drew University's request, or for the aesthetic improvement of the landscape beds. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

V. MULCHING FOR TREE AND SHRUB BED AREAS

A. Hardwood Mulch

Drew University will provide mulch. Contractor shall install mulch or oversee the installation of the mulch. Upon installation of the mulch all roadways and walkways will be cleared of any residual mulch. Mulch installation will be scheduled in advance with Drew University and installed per their requirements.

B. Trenching

Bedline edges shall be trenched and beveled at a depth of two (2) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined by creating a one-inch (1-inch) beveled trench with smooth, symmetrical, parallel bedlines.

A one-inch (1-inch) deep trench is required along turf bed lines and tree well edges. All treewells located in turf areas should have root balls raked smooth, removing all old water rings or excessive soil, etc., making all treewells as uniform in size and shape as possible. Treewell root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location. Any detrimental soil or mulch build-up at the base of plant material shall be cultivated and raked away from the plants prior to adding new mulch.

The Contractor shall manage and adjust mulch heights and remove mulch as necessary to not allow excessive buildup, drainage, or other issues.

VI. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. Cleanup Procedures

As part of Contractor's service program, an ongoing cleanup program will be performed. The cleanup program shall involve policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, tree branches and limbs, and other debris. A complete sweeping or blowing, by mechanical means, of the entire parking lot areas, loading dock areas, driveways, parkways, roadways,

curbs, gutters, drains, walking trails, and sidewalk areas will also be performed as needed. The Contractor and his employees shall take an "ownership" approach to the appearance and cleanliness of the campus. This work should be completed on a daily basis in conjunction with other daily tasks.

B. Weed Control

Utility transformer and sub-station enclosures, parking lots, loading docks, driveways, parkways, roadways, curbs, gutters, drains, walking trails, and sidewalks, including cracks in the aforementioned paved areas shall be maintained to control and strive to eliminate weeds.

C. Disposal of Debris

All debris including, but not limited to, limbs, branches, leaves and trash shall be removed from areas as needed and properly disposed of.

D. Typical Weather Cleanup

Contractor shall be responsible for cleanup of debris as a result of typical weather conditions, such as rain, sleet, snow, hail etc. Should inclement weather result in conditions where landscaping work cannot be performed for a given business day, a corresponding credit shall be provided to Drew University in the form of additional hours (weekends included) or corresponding billing credit.

E. Severe Weather Cleanup

In the event of a natural disaster, such as a major ice storm, snowstorm, windstorm, hurricane, or tornado, if Drew University elects, they may request that the Contractor utilize dedicated man-hours for the purpose of severe weather cleanup.

VII. LEAF REMOVAL

A. Leaf Collections

On a weekly basis, the Contractor will remove leaves from focal areas, beds, and turf areas to prevent heavy buildup and damage to plant material by smothering.

Leaves shall be removed from the maintained turf and landscaped beds weekly during leaf drop season, and as needed during the remainder of the year.

Contractor will remove leaves from stairwells and other areas adjacent to and around buildings that collect or accumulate leaves, as needed. This includes dumpster and trash bin enclosures, as well as fenced in utility areas. The Contractor is not responsible for removing leaf debris from roofs or roof gutter systems.

B. Disposal of Leaf Debris

All leaf debris shall be removed and disposed of at a county approved landscaping waste facility. Contractor shall provide Drew University with recycling certificates on a monthly basis indicating quantities disposed.

VIII. NATURAL AREA AND PATH MAINTENANCE

Contractor shall install mulched wood chips in designated areas by Drew University. Drew University will provide the wood chips.

All mulched wood chipped natural areas, where requested, shall be kept free of limbs and weeds. Fallen leaves can be allowed to remain, but not allowed to “mound” or “pile up”.

Wild growth shall be trimmed and weed controlled along paths as needed. Paths shall be maintained so that they are usable at all times.

IX. PLANT MATERIAL DISPOSAL

A. Removal

Dead plant material not requiring general tree surgeon services for removal shall be removed and disposed of immediately by the Contractor.

X. IRRIGATION SYSTEM

A. Irrigation Inspection

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering. Minor adjustments include: flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment. Contractor will notify Drew University of malfunction or damage to the system's integrity. The cost of each repair will be billed by the provider and paid directly by Drew University. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Cost may be paid directly by Contractor or deducted from payments due to the Contractor.

At Commencement of this contract and on an annual basis at seasonal start-up of the irrigation system the Contractor shall perform a complete irrigation system evaluation and provide the results of the inspection in writing to Drew University’s AVP of Facilities Management or his designees. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone and time identified within 30 days of Commencement of contract.

Contractor shall be responsible for irrigation system backflow preventers annual inspection and certification. Contractor will provide Drew University with the backflow preventer inspections reports and certification documentation, annually. If repairs to the irrigation system backflow preventers are required, the Contractor will present Drew University with quotes for their repair. Drew University is responsible for the cost of repairing the irrigation system backflow preventers.

Contractor will keep irrigation system equipment, enclosures, and control boxes clean from debris and in good working order. If repairs to the irrigation system equipment, enclosures, or control boxes are required, the Contractor will promptly notify Drew University's AVP of Facilities or his designee in writing of the recommended repairs and the cost.

B. Irrigation Winterization

The Contractor shall winterize the irrigation piping to ensure that no damage will occur due to the ice expansion within the piping. It is the Contractor's responsibility to winterize the irrigation system prior to freezing or frost warnings. If damage to real property or personal injury occurs due to Contractor's failure to winterize the system, the Contractor shall be financially responsible.

1. Blow the system clear of water using compressed air (80 psi maximum) admitted into the piping at a quick coupling valve or hose bib located at the highest elevation on the system piping.

2. Activate individual zones, higher zones first, then proceed successively towards lower elevations. Proceed through all zones twice.

3. Open hose bib at lowest elevations on main line after zones have been cleared. Allow all water in main line to be expelled before closing ball valve and removing air compressor.

4. The air compressor used to winterize the system must have an engine separate from the compressor tanks to prevent high temperature air from being injected directly into the PVC piping.

5. Notify Drew University in writing, within five (5) working days of completed winterization.

C. Irrigation Startup

When deemed appropriate by the Contractor due to seasonal progression, the irrigation system will be activated and thoroughly inspected before beginning operations for the watering season. Equipment which fails testing must be noted and described in writing. Any necessary repairs must be approved by Drew

University's AVP of Facilities Management or his designee prior to beginning work.

XI. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

A. Integrated Pest Management Goals

Drew University is committed to managing outdoor pests, including plants, fungi, insects and animals in a way that protects human health and the surrounding environment through the most effective, least toxic option. If requested, nuisance animals shall be humanely trapped and relocated or repelled. Contractor shall implement Integrated Pest Management (IPM).

IPM is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. Pests are defined as plants, fungi, insects and/or animals. Nuisance animals shall be humanely trapped and relocated or repelled. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment.

Drew University's protocol includes the following elements:

- Preferred use of non-chemical methods.
- Using least-toxic chemical pesticides.
- Minimum use of chemicals.
- Use only in targeted locations (vs. broad applications).
- Use only in targeted species (vs. general applications).
- Use of less polluting alternatives to artificial chemicals.
- Routine inspection, monitoring, and record keeping.
- Training personnel.
- Control of soil erosion or runoff.

B. All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all local, state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) forms shall be placed in visible locations prior to spray applications. Drew University Facilities Management shall be notified fourteen (14) days in advance of any application of pesticides, insecticides, fertilizers, and any other chemical product.

Least toxic options for IPM:

CANNOT INCLUDE:

- Pesticide that is determined by the US EPA as a probable, likely, or known carcinogen or endocrine disruptor
- Mutagens
- Reproductive toxins
- Developmental neurotoxins
- Immune system toxins
- Pesticides classified by the EPA as a toxicity I or II
- Organophosphates
- Carbonate chemicals
- Inert Ingredients categorized as "List I: Inerts of Toxicological Concern"

CAN INCLUDE:

- Boric acid
- Disodium octaborate tetrahydrate
- Silica gels
- Diatomaceous earth
- Nonvolatile insect and rodent baits in tamper resistant containers
- Microbe based insecticides
- Pesticides made with essential oils (NOT including synthetic pyrethroids) without toxic synergies
- Materials which the inert ingredients are nontoxic and disclosed

C. Contractor shall be responsible for applying chemicals and fertilizers. Contractor is totally responsible for furnishing Drew University with healthy, vigorous plant material throughout the term of the Service Agreement. The Contractor shall preferably employ the use of non-chemical or least-toxic chemical pesticides and herbicides rather than the use of toxic chemicals or pesticides. Should toxic pesticides be required to obtain control of certain pests, the use of such pesticides shall be limited to targeted species and/or spot site specific.

Fertilizers shall be used based on need, as determined by soil testing and other indicators, not by calendar. The use of fertilizers shall be done only during times of plant uptake and not when heavy rain is expected. Keep fertilizer at least 25 feet away from any waterway. Use organic and natural materials to the greatest extent possible. When synthetic fertilizers are used, use slow release formulations, and do not use "weed and feed" products. If chemical fertilizers are to be used, the

application protocols must be defined in advance to mitigate the possibility of pollution through over application or inappropriate timing.

D. Chemical forms may vary with weather conditions.

D. Contractor shall be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.

XII. TRASH MAINTENANCE AND REMOVAL

A. Trash Collection

The Contractor is responsible for collecting refuse and recycled content from all exterior refuse and recycling trash cans and collection points on a daily basis. Contractor shall provide an appropriate vehicle such as a stake bed truck or equivalent to collect trash and recycled materials from the various University properties. The Contractor's employees shall take care not to allow trash to fall or fly out of the collection vehicle when transporting refuse to the appropriate disposal locations. Contractor will be responsible for paying any fines or citations as a result of their negligence when collecting or transporting refuse.

B. Receptacle Cleaning

The Contractor shall not allow debris to accumulate in the bottom of trash, recycling receptacles, dumpster areas, or disposal locations. Contractor shall remove any accumulated debris from the bottom of trash and recycling receptacles, dumpster areas, or disposal locations or areas adjacent to these locations on a daily basis. At minimum, on a monthly basis the Contractor shall physical move the exterior trash and recycling containers and clean any accumulated leaves, dirt, dust or debris from underneath them. Upon completion the Contractor will return the trash or recycling receptacle to their original location. Contractor shall report any issues with trash or recycling receptacles to Drew University Facilities Management by notifying a Facility Coordinator and by placing a work order in the Facilities Maintenance Work Order System. Drew University will promptly replace trash or recycling receptacles that have been severely damaged or reached the end of their useful life.

C. Recycled Content and Collection Bag Separation

The Contractor is required to separate all recycled content from their plastic collection bags when disposing of the recycled content in the recycling dumpster or recycling compactor. The recycled content collection bags are not recyclable and shall be properly disposed of in the mainstream waste compactor. The Contractor is responsible for any additional fees the University's incurs if the University's waste hauler is unable to recycle a recycled material load due to contamination from

recycled content collections bags.

DAMAGE AND LIABILITY

Contractor will take all reasonable care to avoid damage to Drew University's property and grounds including, but not limited to pavement, curbs, and plant material. Contractor has total responsibility to properly mark the curbs, hydrants, and utility vaults. Contractor has total responsibility to repair all damage done to all property, including Belgian block repair, by its snow removal operations at its sole expense. All prior damage will be documented and agreed upon by the Contractor and Owner prior to the start of snow removal season. Any necessary repairs will be completed annually by May 10th.

Certificates of Insurance must be provided.

GENERAL CONDITIONS

1. All work shall be performed by property supervised personnel.

2. Materials shall be selected by the contractor and Drew University's AVP of Facilities Management or his designee and applied in accordance with manufacturer's directions in conjunction with Contractor's schedule. Where alternate products are available, the environmental impact of the products shall govern which is used.

3. Adequate personnel and equipment of Contractor's selection shall be provided to permit the timely completion of all operations.

4. Contractor shall not be denied access on the job site, nor denied the opportunity to perform snow removal operations.

5. Contractor shall be responsible for taking general and micronutrient tests of turf and shrub bed areas. Drew University shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 90 days of the execution of the Service Agreement.

6. Contractor shall be responsible for making any extra visits necessary during the year to correct any problems that may occur during the term of the Service Agreement.

7. Contractor shall be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.

8. Contractor shall take full responsibility for replacing any plant material, including turf that is damaged by the improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

SUSTAINABLE LANDSCAPE INITIATIVE

Drew University is committed to employing practices for the care and maintenance of the site's natural components while enhancing natural diversity, protecting wildlife, and integrating the maintenance of the site into the surrounding landscape. Our environmentally sensitive standards and specifications address the following operational elements of the building and grounds.

a. Outdoor Integrated Pest Management.

b. Soil, erosion and sedimentation control for ongoing landscaping operations and future construction.

c. Diversion of landscape waste from the waste stream via mulching, composting or other low-impact means.

d. Reduction in chemical fertilizer use.

e. Water management/conservation

f. Use of native and/or drought tolerant plant materials whenever possible.

This specification requires employing landscape management practices such as reducing the use of power equipment and carbon emitting vehicles, improving storm water control, using fertilizers only as needed, composting landscape waste, applying integrated pest management principles, creating wildlife habitat, removing or not installing invasive plants, protecting natural areas, and using plants to reduce heating/ cooling needs. Using mulching mowers to significantly reduce yard waste generation, fertilizer requirements, and water consumption through retention of organic matter.

SNOW REMOVAL MAINTENANCE

Snow Removal and Deicing Service Period

The Snow Removal and Deicing Service Period for Drew University's campus and off campus properties is October 1st to April 30th of each year.

Professional Standards

The Snow Removal and Deicing Services shall be performed in a prompt, quality, cost-effective and efficient manner. The Snow Removal Contractor shall devote all the time, effort and resources as may be necessary to achieve the standards for performance of the Snow Removal and Deicing Services set forth in this Agreement. The Snow Removal Contractor will use commercially reasonable efforts, follow established professional standards and sound industry practices consistent with those used by other recognized providers of recognized knowledge, skill and reputation in the performance of Snow Removal and Deicing Services in all respects. The Snow Removal Contractor shall require that each of their Subcontractors or Vendors also meet the same standards of performance expectations. The Snow Removal Contractor is fully responsible for the performance of and all acts and omissions by their Subcontractors and/ or Vendors.

Snow Removal and Deicing Service General Requirements

The following Snow Removal and Deicing Service General Requirements listed below apply to all sites in the list attached to this contract, unless noted otherwise.

1. All snow removal and deicing equipment and deicing related products are required to be on site and operationally ready by October 1st of each year.
2. The Snow Removal Contractor is solely responsible financially and operationally for supplying and maintaining all snow removal equipment including, but not limited to Pick-Up Trucks with plows and deicing product spreaders, Dump Trucks with plows and deicing product spreaders, Skid Steers with Pusher, Skid Steers with Loaders, Backhoes with Loaders, Steiner with attachments, Snow Sweeping Equipment, Snow Blowers, and Deicing product spreaders etc. The cost to provide all snow removal equipment for services associated with this contract is included in the service fee charges for Snow Removal and Deicing Services.
3. The Snow Removal Contractor is solely responsible financially and operationally for purchase and supply all deicing related products. Deicing related products include, but are not limited to: rock salt, calcium chloride, Ice B' Gone Magic Salt, Ice B' Gone Magic Salt comparable products etc. The Snow Removal Contractor is financially and operationally responsible for all deicing related product delivery, loading and unloading, staging for storage purposes, storage, and loading and unloading into any and all distribution equipment. The Snow Removal Contractor is required to purchase and store, prior to the start of the ice and snowfall season, a sufficient amount of deicing related product to properly and responsibly treat all sites listed on the site list in this contract, for the entire ice and snowfall season.

4. The Snow Removal and Deicing Service Contractor is required to obtain written approval from Drew University's AVP of Facilities or his designee for all deicing products and materials they intend to use at each site prior to the start of the Snow Removal and Deicing Service Period. Drew University Facility Managers or Coordinators are not authorized to approve any deicing product or material selections.
5. The Snow Removal Contractor is prohibited from making any deicing product or material substitutions without prior written approval from the Drew University's AVP of Facilities or his designee. Drew University Facility Managers or Coordinators are not authorized to make any deicing product or material substitutions. All deicing product and material substitutions have to be approved prior to the start of the Snow Removal and Deicing Service Period.
6. Drew University will supply a reasonable storage area for the Snow Removal Contractor's equipment and supplies. The equipment and supplies the Snow Removal Contractor stores at Drew University will only be used to service Drew University pursuant to this contract.
7. The Snow Removal Contractor is prohibited from driving, operating and/ or using any equipment on Drew University's sidewalks, pathways or walkways that could cause damage to the sidewalks, pathways or walkways. This includes equipment such as, but not limited to: backhoes, loaders, large skid steers, dually pick-up trucks and dump trucks.

<u>Snow Removal and Deicing Services</u>

The Snow Removal Contractor will perform the following Snow Removal and Deicing Services at all sites.

1. Snow removal, ice removal, deicing agent application for all areas including, but not limited to roadways, parking areas, loading docks, sidewalks, walkways, stairs, handicap ramps an entrances, paved areas, entrances and exits from athletic fields, stadium bleachers, ramps, fire hydrant areas, emergency doors, emergency egress routes, emergency gathering areas, smoking areas, storm drains etc.
2. Snow removal and ice control services will be provided twenty-four (24) hours a day, seven (7) days a week, including Holidays.
3. The Snow Removal Contractor will perform a daily ice patrol throughout the day and into the early evening at each location for the entire Snow Removal and Deicing Service Period. The Snow Removal Contractor will treat any impacted areas with the appropriate, Drew University approved, deicing agent to ensure safe access and use of each building, roadways, parking areas, loading docks, sidewalks, walkways, stairs, handicap ramps and entrances, paved areas, entrances and exits from athletic fields, stadium bleachers, ramps, fire hydrant areas, emergency doors, emergency egress routes, emergency gathering areas, smoking areas, storm drains etc. Special care needs to be taken to ensure ice does not accumulate in handicap parking spots, ramps, entrances, and walkways.
4. The Contractor is responsible for properly installing and reinstalling snow stakes. Drew University will provide snow stakes to the Contractor. The Contractor is responsible for installing snow stakes before the start of the snow season where necessary and re-installing snow stakes before and after all storms as necessary to ensure Drew University's property is properly protected from unnecessary damage.

5. The Contractor shall provide Drew University designees with access to their weather service reports throughout the entire snow removal season. Weather reports shall be provided by the weather service company directly to Drew University designees by e-mail. Drew University requires weather services reports at minimum 3 days in advance of any predicted storm.
6. When inclement weather is forecasted such as, but not limited to; snow, snow and ice, sleet, freezing rain etc. the Snow Removal Contractor will have all of the necessary snow and ice removal equipment, materials, deicing product, staff and all other resources on standby a minimum of twenty-four (24) in advance of the storms estimated arrival. Assembling and readying equipment for operation and staff at each location prior to a storm to ensure service is part of the Snow Removal and Deicing services and will be provided and completed at no additional cost to Drew University.
7. If it is deemed necessary in Drew University's opinion to have the Snow Removal Contractor's equipment and staff physically on site and operationally ready onsite to ensure adequate snow removal or deicing services before the arrival or start of a storm, the Snow Removal Contractor will accommodate this request. The Snow Removal Contractor will have their equipment and staff on site and ready for service, prior to the storm's estimated start at no additional cost to Drew University.
8. The Snow Removal Contractor will have all roadways, parking areas, loading docks, sidewalks, walkways, stairs, paved areas, fire hydrant areas, emergency doors, emergency egress routes, emergency gathering areas, smoking areas, and storm drains cleared of snow and ice, and treated with the appropriate deicing product and material by 8:00am each day, Monday through Sunday, including Holidays. The Snow Removal Contractor will give their best effort to ensure Drew University's students, employees, vendors and associates have safe, unobstructed access to the site and facilities throughout each day.
9. When requested by Drew University, the Snow Removal Contractor will promptly dispatch the appropriate Snow Removal and Deicing Service resources to the requested buildings or areas and perform snow and or ice removal services.
10. When clearing each area of any snow, sleet, freezing rain, ice accumulation, or mix of the aforementioned the Snow Removal Contractor will properly clear, remove, treat and/ or deice each area so that Drew University's students, employees, vendors, and associates have free, clear and unobstructed access to each site's roadways, parking areas, loading docks, sidewalks, walkways, stairs, handicap ramps and entrances, paved areas, entrances and exits from athletic fields, stadium bleachers, ramps, fire hydrant areas, emergency doors, emergency egress routes, emergency gathering areas, smoking areas, and storm drains. The Snow Removal Contractor's equipment, staff and deicing product and material will remain on site until any and all accumulation is properly cleared and all required areas, if necessary are properly treated with deicing product. This includes providing snow removal and deicing services throughout the day of an event during midday and evening hours as students, employees, associates, visitors and vendors enter and exit the facilities and site. The cost for this service level is included in the Snow & Ice Removal Service fee.
11. All concrete, paver, and stone areas are required to be treated with calcium chloride flake for deicing purposes. All asphalt areas at each site are required to be treated with sodium chloride (road/ rock salt) for deicing purposes. The President's House pathways and patio shall be treated with a pet-friendly de-icing product, which shall be pre-approved by

Drew University

12. After any snow and/ or ice accumulation event, the Snow Removal Contractor shall manage all snow piles and drifts to provide free, clear and unobstructed access to each building, roadways, parking areas, loading docks, sidewalks, walkways, stairs, handicap ramps and entrances, paved areas, entrances and exits from athletic fields, stadium bleachers, ramps, fire hydrant areas, emergency doors, emergency egress routes, emergency gathering areas, smoking areas, and storm drains. This service will be provided at no additional cost to Drew University.
13. All snow and ice control compounds shall be removed by the Snow Removal Contractor from all walkways, steps and entrances deemed safe by the Snow Removal Contractor and Drew University's AVP of Facilities or designee. Prior to clearing snow and ice control compounds from any area, the Snow Removal Contractor is required to obtain approval from a Drew University's AVP of Facilities or designee. The cost to perform the snow and ice control compound removal is included in the Snow & Ice Removal Service fee.
14. The Snow Removal Contractor shall provide a comprehensive, documented snow removal and de-icing plan by October 1st each year, which outlines the strategy and order of ice treatment and snow removal services. Annually, Drew University will provide the Contractor with a list of special need areas for students and staff. Priority should be given to treating special needs areas in the snow removal and ice treatment plan. A map outlining the direction of plowing, de-icing agent application, and areas designated for snow mounds shall also be provided.
15. The Snow Removal Contractor will assign a Project Director and designate a backup for the entire season that shall have at least five (5) years experience directing and supervising snow removal operations. The Snow Removal Contractor will provide the contact information for the Project Director and the backup Project Directors prior to the start of the Snow Removal Services Period. The Snow Removal Contractor shall ensure that the snow removal and deicing services for Drew University's Campus and buildings is properly managed. The Snow Removal Contractor is responsible for ensuring that their employees manage and direct their staff.
16. Each member of the Snow Removal Contractor's staff that utilizes equipment shall be properly trained on each piece of equipment they operate. If it is a requirement by law to have a license to operate a piece of equipment or machinery, each member of the Snow Removal Contractor's staff responsible for or who will operate equipment or machinery that requires a license, is required to possess a valid, current license issued by the legally appropriate entity, and have completed any and all required training to hold a current, valid license, prior to using said equipment or machinery.
17. All snow removal and deicing services performed by the Snow Removal Contractor will be accomplished by using the appropriate equipment and vehicles for each situation at each location they service. The vehicles and equipment used shall not damage any and all Parking Lots, Roadways, Access Roads, Loading Docks, Fire Hydrant Areas, Emergency Gathering Areas, walkways or paths, curbs or Belgium block in any way. Where necessary due to weight limitations or any other issue lightweight vehicles with plows are required to be utilized. All plows shall be fitted with the necessary guards, protectors or shoes so that they do not cause harm or damage to any paved surface in any way.
18. Drew University is not financially liable for deicing or snow removal requests or required

remedies as a result of the Snow Removal Contractors negligence or mismanagement of the snow removal process and their required duties. These items include, but are not limited to: Staging snow and ice in large mounds so that the melt and runoff freezes during the day or night which then requires daily or nightly deicing service. Areas that accumulate ice due to snowmelt and runoff will be treated with a deicing product and plowed if necessary by the Snow Removal Contractor at the sole expense of the Snow Removal Contractor.

19. Prior to receiving the last Snow and Ice Removal Service payment the Snow Removal Contractor is responsible for replacing grass areas damaged by deicing agents or snow removal equipment.
20. Prior to receiving the last Snow and Ice Removal Service payment the Snow Removal Contractor is responsible for properly repairing or replacing Belgium block curbing damaged by snow removal equipment. The Contractor shall inspect the Belgium block curbing prior to the start of the snow removal season and inform Drew University of any known deficiencies in writing. The Contractor will be responsible for repairing Belgium block curbing damaged by their snow removal and de-icing treatment services at their expense. Any Belgium block curbing that is damaged as a result of the Contractor's services are required to be repaired by April 30th each year.
21. The Snow Removal Contractor will report to the Dew AVP of Facilities Management or his designee, within twenty-four (24) hours of occurrence, any damage to any property, including but not limited to buildings, vehicles, trees, shrubs, turf, roads, parking structures, parking decks, expansion joints, waterproof membranes, curbs, brick pavers, wheel stops, vehicle roadway speed control devices, loading docks, fences, vehicles, light poles, signage, guardrails, retaining walls etc. If a Police Report is generated for an incident the Snow Removal Contractor will e-mail a copy of the Police Report to the Drew AVP of Facilities Management within twenty-four (24) hours of their employee's or sub-contractor's physical receipt of the Police Report.
22. The Snow Removal Contractor will repair or replace any damaged property, including but not limited to buildings, vehicles, trees, shrubs, turf, roads, curbs, brick pavers, wheel stops, vehicle roadway speed control devices, loading docks, fences, vehicles, light poles, signage, storm drains, Belgium block curbing etc. damaged by the Snow Removal Contractors snow removal, ice removal, snow piling equipment, deicing agent and ice control materials or as a result of any act or omission by the Snow Removal Contractor, the Snow Removal Contractor's employees or agents.

Snow Removal and Deicing Service Fee

The Snow and Ice Removal Services fee is an all-inclusive service fee. The Snow Removal Contractor shall provide Drew University with a Snow Removal and Deicing Service fee for each of the following sites:

1. Drew University Main Campus
2. 15 Madison Avenue, Madison, NJ 07940
3. 7 Vinal Place, Madison, NJ 07940
4. 11 Vinal Place, Madison, NJ 07940
5. 27 Woodcliff Drive, Madison, NJ 07940
6. 40 Woodcliff Drive, Madison, NJ 07940 (President's House)

7. 43 Woodcliff Drive, Madison, NJ 07940
8. 45 Woodcliff Drive, Madison, NJ 07940
9. 2 Loantaka Way, Madison, NJ 07940
10. 6 Loantaka Way, Madison, NJ 07940
11. 10 Loantaka Way, Madison, NJ 07940
12. 12 Loantaka Way, Madison, NJ 07940
13. 20 Loantaka Way, Madison, NJ 07940
14. 24 Loantaka Way, Madison, NJ 07940

The Snow and Ice Removal Services fee is the only fee Drew University shall pay for all of the Snow Removal Contractor's services performed during the entire Snow Removal season. The Snow Removal Contractor is not entitled to any other compensation for performing snow removal and deicing services other than the contractually agreed upon Snow & Ice Removal Services fee. If the total snow accumulation for the entire snow removal season per the mutually agreed upon weather service does not exceed 30 inches total snow accumulation, the Contractor will provide Drew University with a five percent (5%) discount on their total annual Snow and Ice Removal Service fee. For the purposes of the discount the snow removal season for Drew University's campus and off campus properties is October 1st to April 30th of each year. If applicable, the five percent discount (5%) will be subtracted from the last Snow and Ice Removal Services fee invoice. The Contractor and Drew University will mutually agree in writing, the weather service that will be used to quantify the total annual snow accumulation prior to the start of each snow removal season.

The Snow & Ice Removal Services fee will be invoiced in six (6) equal installments from November through April. If an event occurs and the Snow Removal Contractor does not treat a site with a deicing agent or does not plow accumulation, the Snow Removal Contractor is not entitled to any further compensation.

DREW UNIVERSITY MAIN CAMPUS

GROUNDS MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)
Mow- Level A	26
Mow- Level B	20
Edge (Bedlines)	10
Edge (Hardlines)	10
Monofilament Trimming - Level A	26
Monofilament Trimming - Level B	20
Bed Weed Control	40
Tree Pruning	4
Shrub/Groundcover Trim	4
Debris Disposal	52
Insect/Disease Control	40
Irrigation Management	40
Irrigation Winterization	1
Irrigation Startup	1
Tree Fertilization	2
Shrub Fertilization	2
Groundcover Fertilization	2
Turf Fertilization- Level A	4
Turf Fertilization- Level B	2
Turf Weed Control	2
Aerate and Overseed	1
Spring Overseed	1
Lawn Aerate	2

DREW UNIVERSITY MAIN CAMPUS

SEASONAL COLOR/PERENNIAL MAINTENANCE
ITEMIZED BID FORM

SEASONAL COLOR MAINTENANCE	**FREQUENCY (PER YEAR)**
Deadheading	6
Pruning	4
Insect/Disease Control	12
Watering (Man Hours)	As Needed
Fertilization	4

PERENNIAL MAINTENANCE	**FREQUENCY (PER YEAR)**
Deadheading	4
Cut Back	1
Insect/Disease	6
Fertilization	2

DREW UNIVERSITY – OFF CAMPUS HOUSING

GROUNDS MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)
Mow	20
Edge (Bedlines)	4
Edge (Hardlines)	4
Monofilament Trimming	20
Bed Weed Control	8
Tree Pruning	2
Shrub/Groundcover Trim	2
Debris Disposal	40
Insect/Disease Control	N/A
Tree Fertilization	1
Shrub Fertilization	1
Groundcover Fertilization	1
Turf Fertilization	2
Turf Weed Control	2
Aerate and Overseed	1

DREW UNIVERSITY – COPPER BEACH CONDOMINIUMS

GROUNDS MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)
Mow	20
Edge (Bedlines)	4
Edge (Hardlines)	4
Monofilament Trimming	20
Bed Weed Control	8
Tree Pruning	2
Shrub/Groundcover Trim	2
Debris Disposal	40
Tree Fertilization	1
Shrub Fertilization	1
Groundcover Fertilization	1
Turf Fertilization	2
Turf Weed Control	2
Aerate and Overseed	1

DREW UNIVERSITY – ATHLETIC FIELDS

CATEGORY A

GROUNDS MAINTENANCE ITEMIZED PROPOSAL FORM

FUNCTION	FREQUENCY (PER YEAR)
Reel Mow	45
Practice Field Mow	41
Infield Edging	8
Infield Maintenance	As needed
Monofilament Trimming	28
Insect/Disease Control	52
Irrigation Management	52
Turf Fertilization	9
Turf Weed Control	2
Aerate and Overseed	3
Turf Striping	As needed
Grooming	As needed

OFF CAMPUS HOUSING ADDRESSES

The following off campus properties are included in this scope. A separate landscaping maintenance cost is required for each.:

1. Copper Beech Condominium Complex
2. 15 Madison Avenue, Madison, NJ 07940
3. 7 Vinal Place, Madison, NJ 07940
4. 11 Vinal Place, Madison, NJ 07940
5. 27 Woodcliff Drive, Madison, NJ 07940
6. 40 Woodcliff Drive, Madison, NJ 07940 (President's House)
7. 43 Woodcliff Drive, Madison, NJ 07940
8. 45 Woodcliff Drive, Madison, NJ 07940
9. 2 Loantaka Way, Madison, NJ 07940
10. 6 Loantaka Way, Madison, NJ 07940
11. 10 Loantaka Way, Madison, NJ 07940
12. 12 Loantaka Way, Madison, NJ 07940
13. 20 Loantaka Way, Madison, NJ 07940
14. 24 Loantaka Way, Madison, NJ 07940

PRICING FORM

Project: Landscaping Maintenance
Bid #: B180004

Return this bid/proposal in a sealed envelope marked with the Bid # and submitt to:

Date: _____

Drew University
Purchasing Department/Madison House Room 303
36 Madison Ave, Madison, NJ 07940
Attn: Mark Mehler, Director of Procurement Services

Bid #: _____

We, _____, the undersigned, proposed to furnish all labor, material, equipment and services as needed for the complete performance, as specified in the bidding documents for the total lump sum of:

Base Bid Amount:

Main Campus	_____ (dollars)	$ _____
Athletics Fields	_____ (dollars)	$ _____
Off Campus Properties (total)	_____ (dollars)	$ _____
Snow Removal (main campus)	_____ (dollars)	$ _____
Snow Removal (total off campus)	_____ (dollars)	$ _____
GRAND TOTAL	(dollars)	$ _____

Having examined the palsn and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor, the Bidder hereby proposes to furnish all labor and materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following Addenda:

Addendum #: _____
Addendum #: _____
Addendum #: _____

Bidder agrees that its pricing shall be held for no less than sixty (60) days after bid due date.

_____
Signature of Principal

_____
Printed Name

_____
Title of Principal

PRICING DETAIL

Off Campus Properties - Landscaping

Copper Beech Conduminium Complex	_____ (dollars)	$ _____
15 Madison Ave.	_____ (dollars)	$ _____
7 Vinal Place	_____ (dollars)	$ _____
11 Vinal Place	_____ (dollars)	$ _____
27 Woodcliff Drive	_____ (dollars)	$ _____
40 Woodcliff Drive	_____ (dollars)	$ _____
43 Woodcliff Drive	_____ (dollars)	$ _____
45 Woodcliff Drive	_____ (dollars)	$ _____
2 Loantaka	_____ (dollars)	$ _____
6 Loantaka	_____ (dollars)	$ _____
10 Loantaka	_____ (dollars)	$ _____
12 Loantaka	_____ (dollars)	$ _____
20 Loantaka	_____ (dollars)	$ _____
24 Loantaka	_____ (dollars)	$ _____
TOTAL*	_____ (dollars)	$ _____

*please input total of all campus properties on Pricing Sheet.

PRICING DETAIL

Off Campus Properties - Snow Removal

Copper Beech Conduminium Complex	_____ (dollars)	$ _____
15 Madison Ave.	_____ (dollars)	$ _____
7 Vinal Place	_____ (dollars)	$ _____
11 Vinal Place	_____ (dollars)	$ _____
27 Woodcliff Drive	_____ (dollars)	$ _____
40 Woodcliff Drive	_____ (dollars)	$ _____
43 Woodcliff Drive	_____ (dollars)	$ _____
45 Woodcliff Drive	_____ (dollars)	$ _____
2 Loantaka	_____ (dollars)	$ _____
6 Loantaka	_____ (dollars)	$ _____
10 Loantaka	_____ (dollars)	$ _____
12 Loantaka	_____ (dollars)	$ _____
20 Loantaka	_____ (dollars)	$ _____
24 Loantaka	_____ (dollars)	$ _____
TOTAL	_____ (dollars)	$ _____

*please input total of all campus properties on Pricing Sheet.

AGREEMENT FOR SERVICES
BETWEEN DREW UNIVERSITY AND [VENDOR/CONTRACTOR]

This agreement is entered into by Drew University ("Drew") and [VENDOR/CONTRACTOR] ("Contractor") for the purpose of having Contractor provide certain services in support of Drew's educational mission and activities for such consideration and upon such terms and as specified in this agreement.

Section 1: Services

a. Contractor shall perform its work and/or provide its services, as detailed in Appendix A.

b. Contractor will perform its Services for Drew in a safe, skilled, and workmanlike manner without defect and in accordance with applicable industry standards (or if profession," the highest standards of its profession). Contractor alone shall determine the method, details, and means of performing the work and/or services it has agreed to provide in the time frames agreed upon unless otherwise specified herein and warrants that the Services provided under this Contract shall conform to Appendix A's requirements.

c. Contractor will provide Drew with timely status updates and early notice of problems or delays. All reports, drawings and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of the University.

d. Contractor agrees, and warrants, that it shall, at all times during this Contract, comply with all applicable laws, regulations, rules and policies and shall be solely responsible for obtaining and maintaining all licenses, certifications, permits, or other governmental approvals in connection with its work and that of any employee, subcontractor, or agent under this Contract, including the handling of hazardous materials, unless otherwise specified in this Agreement. Contractor agrees to provide immediate notice of the revocation of any license, certification, permit, or other governmental approval of any employee, subcontractor, or agent of Contractor. Any such revocation will constitute a material breach of the contract.

e. Contractor, its employees, agents and contractors will be required to comply with Drew policies and procedures and is expected to meet high standards of work place conduct. Drew reserves the right to bar, in its sole discretion, Contractor officials, employees, agents, or subcontractors from its property for criminal or illegal acts or for violation of the Contractor's Guidelines, or sexual misconduct or antidiscrimination policies. Contractor further agrees to reasonably assist Drew in connection with any follow up or review associated with Contractor's work under this Agreement and/or presence on campus as a result of litigation, governmental action, or internal fact-finding.

Section 2: Term and Termination

a. This Agreement will be effective as of **date of award through June 30, 2020** and may be extended upon mutual agreement of both parties for an additional two (2) one (1) year terms. This Agreement may be terminated at any time by mutual agreement of both parties. This Agreement may also be terminated for convenience at any time by Drew upon thirty (30) days prior written notice to the other party. In addition, either party may terminate if there is any material default in the performance of the terms and conditions of this Agreement which default has not been cured within *fifteen (15)* days following written notice of such default.

b. Drew may terminate this Agreement upon written notice if Contractor loses its liability insurance coverage or loses required licenses or certification for Services rendered under this Agreement or in the event that a law, act or order of government restricts or prohibits Contractor in meeting its obligations under this Agreement. In such circumstances, Drew shall be entitled to a credit of any fees paid to Contractor (as set forth in Appendix A) within 30 days of Contractor's failure to provide such Services, or such other period of time as may be specifically provided by law.

c. Drew may terminate upon the death or disability of Contractor, or other mental or physical incapacity of Contractor which prevents Contractor from performing the duties specified in this Agreement. Drew may also terminate the event of any Theft, fraud, embezzlement, dishonesty or other similar behavior by Contractor.

d. Drew shall be entitled when reasonably called for to request from Contractor adequate insurance of future performance in accordance with the terms and conditions of this Agreement. Contractor's failure to comply with such request within ten (10) days of delivery of such request, shall entitle Drew to terminate the contract and retain the benefit of services paid for and/or apply a set off to any payment in whole or part equal to the fair market value of any goods or services received or equal to the loss caused by the disruption in delivery or performance.

e. Contractor may terminate this Agreement if Drew fails to pay all or part of the compensation set forth in Appendix A when due, provided that Drew fails to remedy such failure upon written cure notice by Contractor within thirty (30) days from the date payment is due.

f. Termination in accordance with these conditions will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

Section 3: Compensation

a. In consideration for the work performed and/or services provided by Contractor, Drew will pay Contractor **$_____**. Contractor and Drew agree that the payments by Drew will be the sole compensation for Services rendered under this Agreement.

b. By the fifth day of each month, Contractor shall submit monthly invoices to Drew for all services performed in the preceding month for which payment is sought. Such invoices

shall provide a detailed description of all services rendered and the rate at which the services were performed. Any other charges submitted on the invoice shall also be itemized in full.

c. Contractor understands and agrees that Contractor shall be solely responsible for all costs and expenses incident to the performance of Services under this Agreement, including but not limited to, all costs of equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. Drew shall not in any way be responsible for any expenses incurred by Contractor in performing Services under this Agreement unless otherwise agreed to in writing as a specific authorized modification to this Agreement.

Section 4: Cooperation and Resolving Disputes

a. Drew and Contractor agree that to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other. Each party agrees to designate a single individual as a primary point of contact for communications between the parties and for the sending and receipt of any notices. Any notice, demand or communication required, permitted or desired to be given under this Agreement will be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If for Drew:	Drew University 36 Madison Ave Madison, NJ 07940 Attn: [NAME] Email: [EMAIL ADDRESS]
If for Contractor:	[VENDOR/CONTRACTOR] [STREET ADDRESS] [CITY, STATE, ZIP CODE] Attn: [NAME] Email: [EMAIL ADDRESS]

b. Drew agrees to comply with all reasonable requests of Contractor and provide access to all documents and/or facilities reasonably necessary to the performance of Contractor's duties under this agreement.

c. In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, or if either party claims that the other party has breached this Agreement, both parties agree to attempt to resolve any such dispute in good faith by meeting or teleconference within thirty (30) days of the date such dispute was brought to the attention of one party by the other party.

d. In the event that the parties are unable to reach a resolution of the dispute, either party may give the other party written notice of its intent to terminate this Agreement in accordance with Section 3.2 or 3.4, as applicable.

Section 5: Assumption of Risk/Indemnification/Insurance

a. **Assumption of Risk.** Contractor shall be responsible for performing the work under this contract in a safe, skillful, and workmanlike manner and shall be liable for its own negligence and the negligent acts of his employees. Contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including Drew 's employees and third persons, on or adjacent to the work site. All work shall be done at Contractor's risk, without regard to fault or allocation of negligence.

b. **Indemnification by Contractor.** Contractor agrees to defend, indemnify and hold Drew and its directors, officers, agents, volunteers, students, other contractors, and employees harmless connection with any and all claims, lawsuits, actions, settlements, judgments, costs, penalties and expenses, including actual attorneys' fees, in whole or in part resulting from or arising from performing or failing to perform the work or services under this Agreement, or in any way connected with any act, error or omission or failure of Contractor or Contractor's assistants, employees or agents. This commitment includes, but is not limited to, any and all claims: (i) relating to the injury or death of any person or damage to any property; (ii) by Contractor's employees, agents, subcontractors, or guests for any injury or illness incurred in the course and scope of providing Services under this Agreement; (iii) relating to the dishonest, fraudulent or criminal acts of Contractor or its directors, officers, agents, representatives or employees, whether acting alone or in collusion with others in connection with the performance of their obligations under this Agreement; .

c. **Insurance.** Contractor shall secure and maintain at its expense throughout the term of this Agreement the following insurance:
    a. Commercial General Liability, including sexual misconduct abuse: $1 Million per occurrence/$2 Million aggregate.
    b. Workers Compensation insurance coverage shall be maintained by the Contractor as prescribed by New Jersey statutory law, including $1 million employer's liability and $1 million for occupational disease.
    c. Auto Liability - $1 million per occurrence
    d. Fidelity Bond or Crime Bond with a minimum of $250,000 blanket bond form that includes theft of properties, monies and securities of clients, its employees, students and other users.

As a material condition of this Agreement, Contractor must furnish Drew a certificate of insurance showing proof of all coverage at the commencement of the term of this Agreement. Each renewal certificate of such policy will be furnished to Drew at the expiration of the previous policies. All insurance must be primary, non-contributory and contain no exclusions. Contractor shall list Drew as an additional insured under its commercial general liability, products liability, and environmental/pollution liability, if required.

Section 6: Compliance with Law

a. In connection with the performance of work under this contract, each party agrees to be fully responsible for and comply with its legal obligations, including, but not limited to, applicable federal and state labor laws, laws governing taxation, labor, employment, wages and hours, workplace safety, workers' compensation, non-discrimination and civil rights.

b. Both parties further agree to comply with applicable federal and state laws and regulations regarding nondiscrimination, equal employment opportunities. Both parties agree not to discriminate against any employee or applicant for employment under federal or state law because of age, race, religion, color, disability, sex, gender identity or expression, affectional or sexual orientation, genetic information, liability for service in the military, or national origin and to be solely responsible for their obligations under federal and state law.

Section 7: Confidentiality of Proprietary Information

a. Contractor recognizes that in the course of performing Services under this Agreement, it and its employees, agents, and subcontractors, may be exposed to or become aware of information and materials related to Drew's operations, which are confidential to Drew and proprietary in nature. Such confidential information includes, but is not limited to: personnel records, student records, medical records, and/or certain proprietary and management information products, academic and/or scientific research, processes, know-how, designs, improvements, techniques, computer programs, data bases, trade secrets, business plans, and financial information. Contractor agrees to advise its employees, agents, and subcontractors who have access to such information of the confidential nature of such information and to otherwise receive, protect and preserve and hold in trust, and not to disclose such information to third parties without Drew's prior written authorization.

b. Contractor further agrees to ensure that its employees and agents comply with any applicable federal and state rules and regulations, including but not limited to state trade secrets law, rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, and the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Gramm-Leach Bliley Act. Should Contractor obtain access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of FERPA.

c. Upon termination of this Agreement, Contractor shall return all such information in Contractor's possession to Drew.

Section 8: Independent Contractor

a. It is the express intention of the parties that the relationship between Contractor and Drew under this Agreement will be construed and deemed to be that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As between Drew and Contractor, except as specified herein, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner or means by which any other performs its obligations except as otherwise required under this Agreement.

b. As an independent contractor, Contractor is not entitled to participate in any benefits provided to its employees by Drew, including but not limited to pension plans, bonus, stock, or similar benefits.

c. Contractor is not Drew's employee, and Contractor is solely responsible for paying all state and federal taxes and contributions as required by law. In particular:

- Drew will not withhold FICA (Social Security) from Contractor's payments;
- Drew will not make state or federal unemployment insurance contributions on Contractor's behalf, and such payments are solely Contractor's responsibility;
- Drew will not withhold state or federal income tax from payments to Contractor, and such tax payments are solely Contractor's responsibility;
- Drew will not make disability insurance contributions on behalf of Contractor or its employees, and such contributions are solely Contractor's responsibility;
- Drew will not obtain workers' compensation insurance on behalf of Contractor or its employees, and maintenance of such insurance is solely Contractor's responsibility.

d. **Requirement of Background Check.** Contractor hereby agrees that its employees or agents who perform Services for or on behalf of Drew shall have successfully completed a background check as required by Drew. This may include, but is not limited to a substance test, as required by Drew.

e. **Requirement of Drug-Free Workplace.** Contractor hereby agrees that it and its employees or agents who perform Services under this Agreement for or on behalf of Drew shall comply with Drew 's Drug-Free Workplace Policy.

f. **Compliance with Code of Conduct.** Contractor hereby agrees that it and its employees or agents who perform Services for or on behalf of Drew shall comply with Drew's Code of Conduct for Independent Contractors.

g. **OSHA Requirements.** Contractor agrees to comply and to require its employees or

agents to comply with all applicable OSHA requirements and is responsible for any fines, liability or other penalties arising from Contractor's, its employees', subcontractors' or, or agents' failure to comply with such requirements.

Section 9: Miscellaneous

a. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

b. **Nonexclusive.** The parties enter into this Agreement on a nonexclusive basis. Contractor and Drew shall retain the right to contract with others for similar Services during the term of this Agreement, but any such agreement shall not alter each party's obligations under this Agreement.

c. **Modifications.** This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.

d. **Assignment.** This agreement may not be assigned or delegated without the prior written approval of Drew.

e. **Maintenance of Records.** Contractor will maintain any books, documents or other records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and regulations and reasonable record retention requirements. Contractor agrees to preserve the full confidentiality of records and protect from unauthorized disclosure all information, records, and data collected under this Agreement.

f. **Promotion.** Drew and Contractor agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, both written and broadcast, which refer to the other party. No reference of the other party shall be made in any materials unless prior written approval is obtained. Consent shall be deemed given if not received in thirty (30) working days from the date of the request.

g. **Impossibility of Performance.** In the event that a law, act or order of government, or act of god restricts or prohibits the provision of Services, Drew shall be entitled to a return of any fees paid to Contractor within 30 days of Contractor's failure to provide such Services.

h. **Cooperation.** Each party further agrees to cooperate with the other in any evaluation of the work, performance, or product and in any licensing matters, accreditation audit, governmental review, administrative appeal, litigation, or other legal matter related to this Agreement.

i. **Invalidity or Non-enforceability.** The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

j. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of New Jersey's. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Morris County, New Jersey.

The parties hereby acknowledge and agree the each has read, understood and agrees to each of the terms of this Agreement as set forth above and in Exhibit A attached hereto.

Date: _____ _____
(Signature of Agent for [CONTRACTOR])

_____
(Printed Name of Agent for [CONTRACTOR])

Date: _____ _____
(Signature of Drew Official)

_____
(Printed Name of Drew Official)

APPENDIX A

Drew hereby contracts for the following Services to be performed by Contractor to:

DREW

Contractor Guidelines

These Guidelines cover any contractor, business, firm, company, or individual (hereinafter "contractor") doing work on Drew University property, as well as to the contractor's employees, agents, subcontractors, consultants, and others on campus in connection with the contractor's work or at the contractor's express or implied invitation.

1. Conduct

Courtesy and Respect: Drew University is a diverse academic institution and it is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all students, staff, faculty, guests, or visitors.

Language and Behavior: Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on campus are not permitted under any circumstance.

No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from campus and/or reported to the Madison Police Department.

Smoking: Contractors and their employees are not permitted to smoke in or near any of the campus buildings.

Fraternization: Contractors and their employees may not fraternize or socialize with University students or employees.

Appearance: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on campus. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language,

symbols or graphics. The University has the right to decide if such clothing is inappropriate.

Reporting: The Contractor is required to report any matter involving a violation of these rules of conduct to facility management. Any matter involving health or safety, including any altercations, should be reported to the University Public Safety Department immediately, as well as to facilities management.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the University's premises and prohibited actions could result in the termination of any contract or agreement with Drew University.

2. Point of Contact

The contractor is responsible for designating a point of contact to be on call and available by phone and/or in-person on an immediate basis to respond on behalf of the contractor in the event of an emergency or, as necessary, in the normal course of basis.

3. Safety

Accidents – Personal/Property Damage: The safety of any employee, agent, consultants, student, staff member or guest of the University or the contractor is a primary obligation of the contractor. The contractor is responsible for ensuring that any construction, renovation, maintenance or other work is managed in a safe and effective manner.

If an accident occurs that results in personal injury or property damage, the contractor shall immediately contact: For situations where people or property are at immediate risk, first:

- Drew University Public Safety at (973)-408-4444, which will determine if 911 should be called; and then
- Facilities Management at (973)-408-3510

4. Reporting to Facilities Services Prior to Work

- The Contractor must provide Drew University advance notice of work in order to allow time to schedule the work with the affected area of the campus.
- The Contractor must report to the Facilities Services Office to obtain permission to begin work, schedule the work, and access to the building.

5. Working Hours

- Facilities Services reserves the right to determine actual work schedules to accommodate residential and academic schedules.
- Normal working hours are between 8:00 am and 5:00 pm, Monday through Friday, unless otherwise specified by the University.
- Special arrangements must be made for any work occurring outside of normal working hours.
- When student residences/dormitories, graduate student housing (Copper Beach/Green Villa), or other University residential property are occupied, contractors must be accompanied by Drew staff, and cannot enter until after 9:00 am**.**

6. Building Access

- Access to buildings and rooms is an important security matter**.** Improper use of keys, combinations or other means of access to both common and private areas on campus can result in a risk of harm to the safety and security of students and staff. As a result, contractors and their employees must strictly safeguard keys and adhere to any requirements related to building access.
- Keys will be issued only at the Facilities Services office Monday through Friday from 7:30 a.m. to 5 p.m. Identification will be required and left in Facilities office for the duration that key is issued. Contractor must provide necessary information in the Access Log Book located within the Facilities office.
- Keys must be returned to Facilities Service office at the end of each workday and picked up each morning; unless long-term check out is approved by a Facilities Services Project Manager. If work is starting

earlier, or ending later, or on weekends or holidays, this transaction may be completed at the Security Office, located in the Pepin Services Building, which is staffed 24 hours per day. This must be arranged ahead of time with the project manager.

- Keys issued to the contractor are the responsibility of the contractor. The cost of replacing locking hardware due to key loss will be charged to the contractor. Contractors are advised that the cost of changing multiple locks accessible from a single lost key can be significant.
- The keys should never be loaned to another individual, as they are the responsibility of the person who has signed for them. A record of the chain of custody for each key provided to the contractor must be maintained.
- Do not prop exterior doors in work area.
- Student room doors in all residence halls should remain locked at all times when the university is not in session or students are in residence. Workers who need access will be issued a key to access the room. Each contractor who accesses a room to do work should ensure that the door is locked each time he/she leaves the room.
- No existing building security or fire detection system shall disturbed, altered, disarmed, rendered inoperable, or relocated without the express written consent of the University.

7. Site Security

- Areas, materials, and tools should always be secured when leaving the area at any time during the day or at the end of the day. Contractor is responsible for loss of tools or materials.

8. Before Starting Work

- Work should never commence without a Drew University purchase order number being issued to the contractor/consultant. Current certificates of insurance must meet University requirements and be on file in the Purchasing Department.
- If you are planning to dig on campus, your company is responsible for following the necessary procedures required by the State of New Jersey.
- Before beginning work in the campus area, please determine what services will be affected for that area and the staff. Advance Notification of Customers is imperative, so we must be aware of any

service disruptions and the lengths of these disruptions. Contact the Facilities Services Office at (973) 408-3510 for this notification and coordination of service disruptions. These disruptions include, but are not limited to, noise, vibrations, dust, and interruptions of electric, water, sewer, or gas services. However, do not make any of these decisions without first discussing them with the Facilities Services Project Manager. These decisions must be made with sufficient time to notify Departments and allow adequate time to receive replies, questions, or concerns.

- Never enter an area to work without notifying Facilities Services that contractor staff will be working there. Contractor staff must wear uniforms, appropriate protective gear, and/or nametags identifying the contracting company for which they work at all times when on campus.

9. Travel on Campus

- Driving on pathways and sidewalks should be avoided if at all possible. If you <u>must</u> use a pathway or sidewalk, speed cannot exceed 5 mph and pedestrians always have the right-of-way. If you have difficulty finding access to a worksite at a campus building, please contact the Facilities Services Office to talk with someone who can show you the safest, most accessible route.
- The Contractor must comply with NJ Law "Control and Prohibition of Air Pollution From Diesel-Powered Motor Vehicles", N.J.A.C. 7:27-14 and "Control and Prohibition of Air Pollution From Gasoline-Fueled Motor Vehicles", N.J.A.C. 7:27-15, which states that diesel and gasoline vehicles will not idle for more than 3 minutes.

10. Staging, Dumpsters, and On-site Storage

- Arrangements will be made with the Facilities Services Office at (973) 408-3510 to secure a proper area in which to stage equipment and materials for construction.
- The Facilities Services Project Manager needs to be involved in arrangements for locating roll-off dumpsters needed for construction. It is requested that the roll-off be emptied before the trash pile exceeds the top of the roll-off, and that the dumpster be removed immediately upon completion of the project.

11. Care of University Property:

- It is expected that Contractors will take every necessary precaution to protect the property of the University. (e.g., cover carpeting, floors, workstations, computers, personal belongings, etc.). In situations where valuables or personal belongings (e.g., wallets, keys, electronic devices) have been left by building occupants within or adjacent to the work area, Facilities Management should be contacted to have items removed and secured before work is initiated or resumed.
- Any temporary construction fencing shall be in accordance with State and local law and approved by the University prior to installation.
- The contractor shall not use any University waste and recycling containers when disposing unwanted materials. Waste and recycling must be disposed of properly either through project specific containers or by removing from off site.
- The contractor is responsible for securing and locking the work area at the end of each day and shall ensure that the work area is not left unattended unless it is secured.
- The contractor is responsible for cleaning up the work area after completion of the work to the satisfaction of the University. Contractors will be held financially responsible for any damages to University furnishings, equipment, building or other property.

12. Protection of Trees

- Fencing will be used to protect trees in construction areas. No activity, traffic, or storage of materials under the "drip line" of trees will be allowed without approval of Facilities Services. Specific tree protection guidelines are available for those projects which may encroach on trees.

13. Cleanup

- The contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish. All Drew and local, state and federal recycling guidelines must be followed.

14. Safety and Hazardous Materials

- Drew University requires that all work be conducted in compliance with applicable Drew University, municipal, county, State, and federal safety regulations and code requirements. If you have questions or concerns regarding these regulations or codes, you may contact the Facilities Services Project Manager or Facilities Services Office, at (973) 408-3510.
- Any hazardous or regulated materials must be maintained or disposed of properly. Proper disposal of hazardous or toxic materials is a matter of critical concern to the University and will be strictly enforced. Paint cans, paint related materials and other containers of chemicals, solvents or other regulated or hazardous materials are the responsibility of the contractor and must be maintained or disposed of properly on an immediate ongoing basis.
- Failure to comply will result in suspension or cancellation of the Contractors' permit and result in withdrawal of permission to enter or work in the Facilities.
- Any fines, costs or administrative charges imposed on the University as a result of any action by the contractor or contractor's employees that violate State, federal or local law are the responsibility of the contractor.

Company Name and Address:

_____

_____ _____

Signature Date