

## **Lower Saucon Township Specification for Lawn Treatment Services**

### Intent

To furnish all services, skilled labor, materials, equipment, tools, and insurance certificates necessary to perform the municipal lawn treatment services for Lower Saucon Township (herein referred to as "Township") according to the project specifications contained herein for the period of March 1, 2021 through December 31, 2021.

**The Township Agronomist will evaluate fields and treatment services may be amended based on their recommendations. Township will only pay for services provided.**

### Property Location

Various sites located within Lower Saucon Township.

### Scope of Services – Lawn Treatment

1. See Exhibit "A" Lawn Treatment Services Schedule

### Specifications for Lawn Treatment Services

1. The Contractor, while engaged in carrying out and complying with any of the requirements of this work, is an independent Contractor and is not an officer, agent, or employee of the Township.
2. The Township shall have the right to act on all matters not specifically provided herein.
3. If the Contractor should file a petition for bankruptcy or if it should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should violate any terms and conditions of the project specifications and Agreement or should otherwise fail to perform its duties in accordance with the project specifications and Agreement, the Township may, without prejudice to any other right or remedy, terminate the Agreement and make other appropriate arrangements for the mowing services to be provided hereunder. In that event the Contractor shall only be entitled to be paid for work satisfactorily completed and shall not be entitled to any compensation for lost profits or any demobilization costs.
4. The Contractor represents and warrants to the Township that it is solvent financially, is experienced in and competent to perform the mowing services and that its officers are familiar with all Federal, State or other regulatory Laws, Ordinances, and Regulations which in any manner whatsoever may affect its services.
5. Interested Contractors shall visit the sites before submitting quotes so that they are entirely familiar with the conditions. Contractors are instructed **NOT** to rely on the approximate acreage listed in the Bid/Agreement pages. Those acreages are provided only to help the contractor determine the general scope of the project. No allowances for extras will be made due to the neglect of the Contractor to properly study the conditions before submitting the quote.
6. Each contractor shall contain an itemized Bid Price per service, whether listed "as needed" or "if needed".

7. **Contractor shall inform the Director of Public Works of any deficiencies with the fields and make recommendations for treatment.**
8. **Contractor shall also treat algae formation on municipal pond at Town Hall Public Works Building.**

#### General Contract Requirements

1. The Contractor shall provide proof of insurance as follows:
  - A. The Contractor shall carry Workers Compensation Insurance for all his employees and those of his Subcontractors engaged in work at the site, in accordance with State Workers Compensation Laws.
  - B. The Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance with limits specified herein to protect the Contractor and his Subcontractors against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to lawn mowing equipment and motor vehicles in the performance of this project.
  - C. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount specified herein to protect the Contractor and his Subcontractor from claims for property damage which might arise from operations under the Contract.
  - D. Public Liability and Property Damage Insurance – \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
  - E. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least \$500,000.00.
2. Invoices shall be submitted on a calendar month basis when services are rendered.
3. **Contractor shall contact the designated employees in the Public Works Department and the Administration office prior to scheduling work and will meet with Township representative before application. This notice of intent to schedule shall be done via email to [dirpw@lowersaucontownship.org](mailto:dirpw@lowersaucontownship.org) and [receptionist@lowersaucontownship.org](mailto:receptionist@lowersaucontownship.org). Site inspection by Township staff is required.**

#### Performance of Successful Bidder

The Township reserves the right to cancel its contract should the contractor fail to perform the work or furnish the items specified herein, and/or in accordance with their proposal.

#### Notice of Right to Extend

The Township shall have the right to extend the term of this Agreement for a period of one (1) additional term of one (1) year as long as it meets state purchasing thresholds.

**BID SUBMISSION**

Form 1 of 3

**Bid Amounts should be in accordance with the Treatment Schedule**

<b>Park</b>	<b>Acreage</b>	<b>Amount</b>
Town Hall Ball Field Outfield	1.11	
Town Hall Ball Field Infield Skin	.20	
Town Hall Multi-Purpose Field	1.06	
Town Hall Nature Trail	.46 (3075' x 6')	
Polk Valley Ball Field Outfields & Grass Infield Areas	.51 x 2	
Polk Valley Ball Field Infields Skins	.20 x 2	
Polk Valley Ball Field Warning Tracks & Dugouts	.06 x 2/.01 x 4	
Polk Valley Multi-Purpose Fields	2.0 x 3	
Southeastern Ball Field Outfield	1.0	
Southeastern Ball Field Infield Skin	.20	
Steel City Park All Grass Areas Within Fence Perimeter	1.70	
Steel City Ball Field Infield Skin	.20	
Heller Homestead Barn Ruins	.14	
Easton Road Ball Field Outfield & Grass Infield Areas	1.78	
Easton Road Ball Field Infield Skin	.40	
Kingston Park	1.25	
Dog Parks	2.00	
Pond	.10	
<b>TOTAL BASE BID</b>		<b>\$</b>

**BID SUBMISSION ADDENDUM**

Form 2 of 3

**Please supply a price per application for any as needed treatments. These would be at the recommendation of the Contractor and would be in addition to attached schedule.**

	<b>Per Application</b>
Weed Control	
Liquid Applications	
Granular Applications	
Fertilization	
Core Aeration	
Slit Seeding	
Over Seeding	
Hydro Seeding	
Pond Treatments	

**Contractor understands that if additional treatments are recommended, it must be with the prior approval of the Township at the per application rate listed above.**

**BID SUBMISSION**  
**FORM 3 of 3**  
Lawn Treatment Services  
Bid Opening February 26, 2021 @ 11:00 a.m.

Name of Bidding Firm ( <i>Legal name as it will appear on the agreement</i> )			
Mailing address	City	State	Zip Code
Telephone number (    )	Fax number (    )	Email address	
Name of Contact Person	Federal Identification Number		

**Bidder Acknowledgment / Certification**

The Bidder hereby certifies that the materials submitted in response to this Invitation to Bid and the price(s)/rate(s) offered on this Bid Submission Form are true and accurate to the best of the Bidder's knowledge.

The Bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until the Township awards the agreement and throughout the duration of the agreement.

The Bidder further understands that the above quoted price(s)/rate(s) must include all of the bidder's costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Submission Form the Bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this Invitation to Bid and any attachment thereto.

The Bidder understands that its bid response will become a public document and will be open to public inspection.

<b>Bidder's Signature</b>	<b>Date</b>
<b>Printed/Typed Name</b>	<b>Title</b>

### Special Project Provisions

1. The Township, for the purpose of this Agreement is:

Lower Saucon Township  
Leslie Huhn, Manager  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015-5426

1. Indemnification:

- a. The Contractor will indemnify and hold harmless the Township and their agents, consultants, and employees from and against all claims, damages, losses, and expenses including Attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any or all claims against the Township or any of their agents, consultants, or employees by any employee of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any benefits payable by or for the Contractor or any Subcontractor under Workers Compensation Acts, Disability Acts, or other Employee Benefits Acts.

**Exhibit A**  
**Lower Saucon Township**  
**Lawn Treatment Services Schedule**  
**TO BE USED AS A REFERENCE**

SERVICES REQUESTED MAY BE MODIFIED BASED ON CONDITION OF ATHLETIC FIELDS

**A. Performance objectives for athletic fields**

The Contractor shall meet the following performance objectives

1. Turfgrass areas should have < 10% bare ground
2. During periods of adequate rainfall, turfgrass should be actively growing & dense
3. Athletic field turfgrass, warning tracks, & skinned areas should have < 20% weeds throughout the year

**B. Aeration** (see table below for timing of aeration and overseeding)

- Township athletic fields shall be core aerated at least once each year, in late summer (early Sept) just prior to overseeding and fertilization.
- Overseeding
  - Contractor shall plan to overseed athletic fields at least once per year in areas that have < 95% turf cover.
  - Shall be at a rate of 6 to 8 lbs seed/1000 ft<sup>2</sup>
  - Use a blend of 2 to 4 perennial ryegrass seed varieties. (i.e. Synatek – Triple Play Ryegrass blend or Fisher & Son – Signature Rye blend or Tournament II Rye blend)
  - All seed should be less than 1 year old.
  - High use areas in fields may need additional aeration, seeding, and fertilization to keep an adequate turf.
- Core aeration a day or two after a soaking rain will yield the best results.
- Core aeration should not occur when turf is in stress, i.e., drought conditions.
- Drum or Spike aerators should not be used.
- Each aeration should involve a minimum of two (2) passes over the playing field using a mechanical PTO-driven vertical motion core aerator with hollow tines that results in holes spaced 2” to 4” apart at a minimum depth of 2” to 3”.
- Once the fields have been core aerated and the plugs are beginning to dry, the fields should be dragged repeatedly to break up the cores.
- Just after cores are broken-up, seed and granular fertilizer can be broadcast.

**C. Agronomist Services**

The Township employs the services of an agronomist to inspect the athletic fields and other township recreational areas annually or as needed, to conduct soil testing as needed and make recommendations to the Township regarding the ongoing maintenance of the athletic field surfaces. The recommendations will be forwarded to the Contractor and the Contractor shall adjust their maintenance accordingly.

**D. Fertilization & Weed Control Schedule**

Fertilization & weed control of athletic fields will be done in accordance with the following schedule:

NOTE: The schedule & services may be modified based on condition of the athletic fields.

Weed control objective: Athletic field turf, warning tracks, & skinned areas should have < 20% weeds throughout the year.

Fertilization objective: Regularly fertilize the athletic field turf so that during periods of adequate rainfall the turfgrass is actively growing & dense.

- Fertilization is not necessary in natural areas, only on athletic fields.
- Total N per year should be 2-5 lbs N/1000 ft<sup>2</sup> with heavy use fields getting the higher rate.
- Fertilizers should contain >40% slow release N

Park	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Town Hall Ball Field Outfield			A/G	B		C	I		D/J/K			
Town Hall Ball Field Infield Skin				E/F		E/F						
Town Hall Multi-Purpose Field			A/G	B		C			D/J/K			
Town Hall Nature Trail					E/F	E/F		E/F				
Polk Valley Ball Field Outfields & Grass Infield Areas			A/G	B		C	I		D/J/K			
Polk Valley Ball Field Infields Skins				E/F		E/F						
Polk Valley Ball Field Warning Tracks & Dugouts				E/F		E/F						
Polk Valley Multi-Purpose Fields			A/G	B		C	I		D/J/K	H		
Southeastern Ball Field Outfield			A/G	B		C			D/J/K			
Southeastern Ball Field Infield Skin				E/F		E/F						
Steel City Park All Grass Areas Within Fence Perimeter			A/G	B		C			D/J/K			
Steel City Ball Field Infield Skin				E/F		E/F						
Heller Homestead Barn Ruins				E/F		E/F						
Easton Road Ball Field Outfield & Grass Infield Areas			A/G	B		C			D/J/K			
Easton Road Ball Field Infield Skin				E/F		E/F						
Kingston Park												
Dog Parks			A/G	B/J/K		C			D/J/K			
Pond					L	L		L				

Legend	
<b>A</b>	= Pre-emergent herbicide and complete fertilizer at .75 lbs N/ 1,000 ft <sup>2</sup> *
<b>B</b>	= Late spring pre-emergent herbicide, .5 lbs N/1000 ft <sup>2</sup> and broadleaf weed herbicide. *
<b>C</b>	= Early summer .5 lbs N/1000 ft <sup>2</sup> , broadleaf weed herbicide if needed, and post emergent crabgrass herbicide if significant young crabgrass is present.
<b>D</b>	= Early Sept use a complete fertilizer at 1.25 lbs N/1000 ft <sup>2</sup> , broadleaf weed herbicide.
<b>E</b>	= Pre-emergent vegetation control.
<b>F</b>	= Post-emergent vegetation control with a non-selective herbicide.
<b>G</b>	= Get soil tested for P, K and pH every 2 years (done by consultant). Adjust fertility program accordingly
<b>H</b>	= Complete fertilizer at 1.0 lbs N/1000 ft <sup>2</sup>
<b>I</b>	= Apply preventative grub control (Imidacloprid) late June/early July
<b>J</b>	= Overseeding (refer to Aeration)
<b>K</b>	= Core Aeration (refer to Aeration)
<b>L</b>	= See Attached – Town Hall Park Pond



- \* If any seeding is to be done in Spring, then a Pre-emergent herbicide must not be applied. Instead, a post-emergence crabgrass herbicide (i.e. Drive or Tenacity) must be used after at least 3 mowings of any new grass. Areas without crabgrass do not need to be sprayed.
- \*\* Similar herbicides may be substituted for those listed above as long as they control the weeds (< 20 % weeds/field) and fit-in with any seeding.

### **2021 Additional services to the normal maintenance as determined by agronomist in Fall 2020**

#### Steel City Baseball Field:

1. Core aerate with 2 passes in early Spring to reduce compaction
2. March
  - a. Apply Phosphate (P<sub>2</sub>O<sub>5</sub>) fertilizer to deliver 2 lbs/1000 sq. ft.
  - b. Apply Potash (K<sub>2</sub>O) fertilizer to deliver 2 lbs/1000 sq. ft.
  - c. You can use a complete fertilizer (contains N, phosphate, and potash) to meet recommended amounts of N, phosphate and/or potash. Split complete fertilizer applications into 2 to 4 applications per growing season until you meet recommendations.
  - d. Alternatively, you could apply super phosphates (0-46-0 or 0-23-0) to meet phosphate recommendation, but do not exceed 5 lb phosphate/1000 sq. ft. per application.
  - e. Similarly, you could apply sulfate of potash (0-0-50) or muriate of potash (0-0-60) to meet potash recommendation. Do not exceed 2 lb. potash/1000 sq. ft. per application.

#### Town Hall Baseball field:

1. March
  - a. Apply Phosphate (P<sub>2</sub>O<sub>5</sub>) fertilizer to deliver 3.5 lbs/1000 sq ft.
  - b. Apply Potash (K<sub>2</sub>O) fertilizer to deliver 2 lbs/1000 sq ft
  - c. See c, d, e above

### **November 2020 Soil Test Report Summary**

<u>Field</u>	<u>pH</u>	<u>Phosphorus</u>	<u>Potassium (K)</u>
Steel City	Good	Low	Low
Town Hall Baseball	Good	Very low	Very low
PVP #1 Outfield	Good	Good	Low
PVP #2 Outfield	Good	Good	Low
PVP #3	Good	Excessive	Low
PVP #4	Good	Excessive	Good
PVP #5	Good	Excessive	Low

**PROFESSIONAL SERVICE AGREEMENT  
LAWN TREATMENT SERVICES**

(TO BE COMPLETED ONLY IN THE EVENT OF A CONTRACT AWARD)

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between Lower Saucon Township, a duly incorporated municipal corporation with its officers located at 3700 Old Philadelphia Pike, Bethlehem, Pennsylvania; (hereinafter referred to as “**Municipality**”)

AND

\_\_\_\_\_, having an office for business located at \_\_\_\_\_ (hereinafter referred to as “**Provider**”).

**WHEREAS, Municipality** desires to obtain the lawn treatment services of a kind and nature hereinafter described; and

**WHEREAS, Provider** is an individual engaged in the business of offering general lawn treatment services; and

**WHEREAS, Provider** desires to render these services to **Municipality** as an independent contractor, subject to the terms and conditions in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and other good valuable consideration hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

**A. RECITALS**

The recitals set forth above in the foregoing whereas paragraphs shall be considered to provide substantive provisions of the Agreement and are incorporated herein by this reference.

**B. SCOPE OF SERVICES**

1. **Provider** shall be responsible for the lawn care treatments of the lawn areas as described in Exhibit “A”.
2. **Provider** shall perform these services on an as needed basis but not more than one time within seven (7) calendar days unless **Provider** obtains approval for the same from **Municipality**.

**C. TERM**

1. This Agreement shall become effective when executed by the Manager of the **Municipality** and shall be in effect for a period through December 31, 2021.
2. **Municipality** shall have the right to extend the term of this Agreement for a period of one (1) additional term of one (1) year.
3. **Municipality** shall exercise the right to extend the term of this Agreement by notifying **Provider**, in writing at least thirty (30) days prior to the termination of the then existing term.
4. No extension of the term of this Agreement will change the remaining terms or conditions of the Agreement.

5. No extension of the term of this Agreement shall be in effect unless consent to by **Provider**, in writing.
6. The **Municipality** retains the option to extend this Agreement to include subsequent and additional landscaping and lawn services of projects beyond those specified herein, upon mutual agreement and written modification to this Agreement.

#### D. COMPENSATION

1. **Provider** shall receive the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the lawn treatment services.
2. **Provider** shall submit invoices for the status reports on the services performed and expenses incurred to **Municipality** on or before the 30<sup>th</sup> day of each month for work performed in the preceding calendar month. In the event **Municipality** disputes an invoice item(s), **Municipality** shall notify **Provider** within fifteen (15) days after receipt of the invoice. All undisputed invoice amounts shall be paid by **Municipality** to **Provider** within forty-five (45) days after the **Municipality** receives invoice. All invoices should be directed to \_\_\_\_\_.

#### E. RIGHT TO TERMINATE

1. **Municipality** shall have the right to terminate the Agreement at any time with or without cause by giving thirty (30) days written notice to the other party at the address specified in the Notices, paragraph of the Agreement. **Municipality** shall be liable only for payment due **Provider** up to and including date of termination, and shall not be liable for any termination charges or financial penalties. **Provider** shall not begin any additional work upon receipt of notification of intent to terminate by the **Municipality**.
2. **Provider** shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination, and upon termination of this Agreement, **Provider** shall forthwith deliver to **Municipality** all documents and any other material in any way relating to the services provided to **Municipality** by **Provider** which may be in its possession.

#### F. INDEPENDENT CONTRACTOR

1. **Provider** is deemed an Independent Contractor and shall not, during the term of this agreement, assign, subcontract, transfer or otherwise delegate all or any part of its obligations or responsibilities without prior written approval of **Municipality**. No relationship of employer/employee is intended not created by this Agreement, it being understood the **Provider** shall render services to **Municipality** on an independent contractor basis. **Provider** is not entitled to any benefits from **Municipality** including, but not limited to, compensation (other than that set forth in Paragraph D), Workers' Compensation, unemployment insurance or benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. **Provider** expressly agrees and acknowledges that **Municipality** will deduct no employment taxes from any compensation paid to **Provider**, and that **Provider** will be responsible for the payment of all taxes whatsoever in connection with any compensation received from **Municipality**.
2. Full responsibility shall be assumed by the **Provider** for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required by law for the **Provider**, of the **Provider's** employees, if any, who are performing services under this Agreement.

3. **Provider** further agrees and acknowledges that **Provider** is not authorized under the terms of this Agreement to bind the **Municipality** in any contractual undertakings with any third parties as a result of the within Agreement, and **PROVIDER** will not make any representation that it is capable of binding the **MUNICIPALITY**.

## **G. COVENANTS, REPRESENTATIONS, AND WARRANTIES**

1. **Provider** covenants, represents and warrants:
  - a. That **Provider** is an Independent Contractor;
  - b. That all services contained in the Agreement shall be performed by **Provider** and shall not be subcontracted and assigned to any entity or individual without the prior written approval of **Municipality**.
  - c. The **Provider** is entering into the Agreement in the ordinary course of its business activities;
  - d. That **Provider** agrees to comply with all federal, state and local laws and regulations relating to equal employment opportunities including, but not limited to American with Disabilities Act, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act, as well as those relating to wages and working conditions. **Provider** agrees to comply with the special provisions and regulations of Federal and State funding sources.
  - e. That the standard of care for all professional services performed or furnished by **Provider** under the Agreement will be the care and skill ordinarily used by member of **Provider's** profession.

## **H. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE**

1. The **Provider** agrees to indemnify, defend and save harmless the **Municipality**, its officers, agents and employees from any and all losses, claims, costs and damages, including reasonable counsel fees, resulting for any:
  - a. Breach of this contract by **Provider**;
  - b. Professional error or omission, fault or negligence by the **Provider** or by its employees, servants, agents, contacts, or anyone acting under its direction, control or on its behalf in connection with or incident to its performance of this agreement.
  - c. General public liability and malpractice claims arising in connection with the business or activities of the **Provider** in the performance of this contract.
2. The **Provider** shall maintain insurance coverage as shown on Exhibit "B" hereto.
3. The insurance coverage specified above must insure, as they may appear, all parties to this Agreement. The **Municipality** shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the **Municipality** prior to execution of the contract. The insurance coverage shall be maintained by **Provider** for the entire period of the contract at **Provider's** sole cost and expense.

## **I. NOTICES**

Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, by facsimile transmission or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event the service of Notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

PROVIDER

MUNICIPALITY:  
Lower Saucon Township  
3700 Old Philadelphia Pike  
Bethlehem, PA 18015  
Fax: 610-867-3580

**J. PROFESSIONALISM**

It is contemplated, expected and understood by the parties that **Provider** will execute and perform the services to be provided to **Municipality** in a professional and ethical manner.

**K. SEVERABILITY**

If any provision of this agreement is prohibited by, or is unlawful or unenforceable under the applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction and provided further that where the provisions of any such applicable law may be waived, they are hereby waived by **Provider** to the full extent provided by law to the end that this agreement shall be deemed to be valid and binding agreement according to its terms.

**L. INTERPRETATION**

**Provider** agrees to waive the general rule of interpretation that “in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document.” It is declared to be the intention of **Provider** and **Municipality** that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such political interest as opposed to any private interest.

**M. WAIVER**

No waiver by **Municipality** of any breach of this agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this agreement or addenda.

**N. ENTIRE AGREEMENT/MODIFICATION**

This agreement constitutes the entire understanding between the parties, and no modification or amendment to the terms herein shall be valid unless in writing signed by the parties to be charged and only to the extend therein set forth.

**O. GOVERNING LAW**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of Northampton County.

**WHEREFORE**, in witness of the covenants set forth within this Agreement and intending to be legally bound hereby, the Parties or their authorized representatives have affixed their signature hereto.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_