

CONTRACT

THIS AGREEMENT is made the 8th day of March, 2022 by and between **CUSTOM CARE SERVICES, INC.** hereinafter referred as "the Contractor", and the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as "the Township."

WITNESSETH

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

- ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that he has the full knowledge of the manner of performance of the work to be done by him, of the labor required and of the materials to be furnished and delivered by him; that he fully satisfied himself of the requirements of the specifications and is thoroughly acquainted with the work required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and any drawings which he may submit which are approved by the Township Engineer, are made a part of this contract, the same as if wholly incorporated and set forth herein.
- ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and in strict conformity with the INSTRUCTIONS TO BIDDERS and with the SPECIFICATIONS attached hereto.
- ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums to be paid by the Township to the Contractor for the labor and materials to be furnished under this contract and the terms and conditions under which such sums are to be paid are the sums, terms, and conditions set forth in the Contractor's proposal duly executed by him and hereto attached.
- ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this Contract shall be conclusive evidence of the performance of the contract either wholly or in part, except the final payment, and that no payment by the Township shall be considered to be acceptance of any defective work or improper material.
- ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules, and regulations applicable and having the force of law.
- ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any part of such monies will be permitted unless and until the same shall have been approved by the Township.

ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):

Exhibit A- "Mandatory Equal Employment Opportunity Language – Goods Professional Service and General Services Contracts" – applicable to Contracts for Goods, Professional Services, and Services only."

Exhibit B- "Mandatory Equal Employment Opportunity Language – Construction Contracts" – applicable to Construction Contracts only."

ARTICLE IX. Additional Provisions.

- None
- Noted Below

Contract is awarded as following: Contract is awarded as per the unit pricing in the attached proposal pages. The contract is Not to Exceed \$37,415.00 for the contract period.

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:

Anne L. Hewster

CONTRACTOR

Stewart H. Whiston

Name: Stewart H. Whiston
Title: President

TOWNSHIP OF MONTCLAIR

By: Timothy F. Stafford

Timothy F. Stafford, Esq.

Township Manager

3/23/22

Angelese Bermúdez Nieves
Angelese Bermúdez Nieves
Township Clerk

ACKNOWLEDGMENTS

Acknowledgement if Contractor is a Partnership.

STATE OF New Jersey
COUNTY OF Monmouth) ss:

On this 8 day of March, 2022 before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

[Signature]

NOTARY PUBLIC
No. 2187793
My Commission Expires 4-1-2026
New Jersey
Notary Public
Sharon B Weinstein-Canavan

Acknowledgement if Contractor is a Corporation.

STATE OF NJ
COUNTY OF Monmouth) ss:

BE IT REMEMBERED, that on this 8th day of March, 2022 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared SUSAN L. WEINSTEIN (Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of Custom Care Services Inc (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was so affixed thereto and the said agreement signed and delivered by STEVEN M. WEINSTEIN (President's Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.

[Signature: Susan L. Weinstein]
Deponent (Secretary of Company)

Sworn and subscribed before me
on the day and year aforesaid

[Signature]

NOTARY PUBLIC (Other than Secretary of Company or President)

Sharon B Weinstein-Canavan
Notary Public
New Jersey
My Commission Expires 4-1-2026
No. 2187793

BIDDERS PROPOSAL (Page 1 of 2)

Bid 21 - 18 - Parks Maintenance Services Provider

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the labor, materials, necessary tools, fees, permits, and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

NOTE: THE NUMBER OF SERVICES PROVIDED IS FOR BID COMPARIOSN ONLY.				
A	Base Bid A - Location 1 - Edgemont Memorial Park			
		Number of Services	Price per Service	Extended Price
1	Spring Cleanup	1	\$ 560. -	\$ 560. -
2	Summer Maintenance	19	\$ 320. -	\$ 6080. -
3	Fall Cleanup	3	\$ 900. -	\$ 2700. -
		Sub Total - Base Bid A		\$ 9340. -
B	Base Bid B - Location 2 - Nishuane Park			
		Number of Services	Price per Service	Extended Price
1	Spring Cleanup	1	\$ 1200. -	\$ 1200. -
2	Summer Maintenance	19	\$ 290. -	\$ 5510. -
3	Fall Cleanup	3	\$ 995. -	\$ 2985. -
		Sub Total - Base Bid B		\$ 9695. -
C	Base Bid C - Location 3 - Canterbury Park			
		Number of Services	Price per Service	Extended Price
1	Spring Cleanup	1	\$ 580. -	\$ 580. -
2	Summer Maintenance	19	\$ 175. -	\$ 3325. -
3	Fall Cleanup	3	\$ 650. -	\$ 1950. -
		Sub Total - Base Bid C		\$ 5855. -
D	Base Bid D - Location 4 - Yantacaw Brook Park			
		Number of Services	Price per Service	Extended Price
1	Spring Cleanup	1	\$ 1000. -	\$ 1000. -
2	Summer Maintenance	19	\$ 245. -	\$ 4655. -
3	Fall Cleanup	3	\$ 900. -	\$ 2700. -
		Sub Total Base Bid D		\$ 8355. -
E	Base Bid E - Location 5 - Porter Park			
		Number of Services	Price per Service	Extended Price
1	Spring Cleanup	1	\$ 500. -	\$ 500. -
2	Summer Maintenance	19	\$ 115. -	\$ 2185. -
3	Fall Cleanup	3	\$ 495. -	\$ 1485. -
		Sub Total Base Bid E		\$ 4170. -
	Total Bid Proposal (Sum of Base Bids, A+ B+C++E) (5 sites)			\$ 37,415

55:125

