CONTRACT

THIS AGREEMENT is made the ___ day of ___ , 20__, 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 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:

CONTRACTOR

Name: Steven W. Weller
Title: Pres/Dir

TOWNSHIP OF MONTCLAIR

By: Timothy F. Stafford, Esq.
Township Manager 3/23/22
ACKNOWLEDGMENTS

Acknowledgement if Contractor is a Partnership.

STATE OF New Jersey ) ss:

COUNTY OF Monmouth

On this 9th 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

Acknowledgement if Contractor is a Corporation.

STATE OF New Jersey ) ss:

COUNTY OF Monmouth

BE IT REMEMBERED, that on this 9th day of March, 2022 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ___________ (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 ___________ (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 ___________ (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]
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)

[Signature]
Sharon B Weinstein-Canavan
Notary Public
New Jersey
My Commission Expires 4-1-2028
No. 2187793
NOTE: THE NUMBER OF SERVICES PROVIDED IS FOR BID COMPARISON ONLY.

<table>
<thead>
<tr>
<th></th>
<th>Base Bid A - Location 1 - Edgemont Memorial Park</th>
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<tbody>
<tr>
<td></td>
<td>Number of Services</td>
<td>Price per Service</td>
<td>Extended Price</td>
</tr>
<tr>
<td>1</td>
<td>Spring Cleanup</td>
<td>1</td>
<td>$560. -</td>
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<tr>
<td>2</td>
<td>Summer Maintenance</td>
<td>19</td>
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<tr>
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<td>Fall Cleanup</td>
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<td></td>
<td><strong>Sub Total - Base Bid A</strong></td>
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<th>Base Bid B - Location 2 - Nishuane Park</th>
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<tr>
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<tr>
<td>1</td>
<td>Spring Cleanup</td>
<td>1</td>
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<tr>
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<td>Fall Cleanup</td>
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<td><strong>Sub Total - Base Bid B</strong></td>
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<td><strong>$9685. -</strong></td>
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<th>Base Bid C - Location 3 - Canterbury Park</th>
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<td>Spring Cleanup</td>
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<td><strong>Sub Total - Base Bid C</strong></td>
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<tr>
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<th>Base Bid D - Location 4 - Yantacaw Brook Park</th>
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<th>Base Bid E - Location 5 - Porter Park</th>
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<td><strong>Sub Total Base Bid E</strong></td>
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**Total Bid Proposal (Sum of Base Bids, A+ B+C+D+E) ($5145)** $37,415
The Township reserve the right to award this contract for all of the five (5) parks listed above or any combination of the five parks (Base Bids, A – E) whichever is in the Township’s best interest.

Vendor will be paid for the actual materials or services used or rendered during the term of the contract; the not to exceed amount is intended to be used as an estimate of the adequate amount of appropriated funds necessary for the one-year retention of services, which shall be amended depending on actual work ordered and performed. The Township does not guarantee any minimum dollar amount and will only pay for the actual work/services/materials authorized and completed.

The number of services provided is for bid comparison ONLY. The Township will award the contract based on the actual needs and the availability of appropriated funds.

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

Signature

Date

Title/Position

Print Name

Bidder/Company

Company Address

Telephone #

Fax #

Email Address

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.