

**CONTRACT**

**THIS AGREEMENT** made this 24<sup>TH</sup> day of April, 2023,

**BETWEEN**

BOROUGH OF LITTLE SILVER  
A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY  
480 PROSPECT AVENUE  
LITTLE SILVER, MONMOUTH COUNTY, NEW JERSEY 07739

hereinafter called the BOROUGH,

**AND**

ACCSES NJ  
Association for Choices in Community Supports and Employment Services-New Jersey  
150 W. State Street  
Trenton, New Jersey 08608

hereinafter called the CONTRACTOR.

**WITNESSETH**

The BOROUGH and the CONTRACTOR, for the good and valuable consideration hereinafter specified, agree as follows:

**ARTICLE ONE: SCOPE OF WORK.**

CONTRACTOR covenants and agrees to provide all necessary machinery, tools and equipment and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed for janitorial services for the Borough of Little Silver Railroad Station as set forth in the bid specifications relating to this project in the Borough of Little Silver, Monmouth County, New Jersey. The foregoing bid specifications are incorporated and made a part of this Agreement as fully and with the same effect as if the same has been set forth in the body of this Agreement. This Agreement and the Bid Specifications shall be referred to as the "Contract Documents."

**ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE.**

Said delivery or performance shall be performed as soon as possible, but no later than the stated start date.

### **ARTICLE THREE: PAYMENT.**

BOROUGH agrees to pay CONTRACTOR for said work and materials when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit prices bid therefor by the CONTRACTOR, which payment according to the estimated quantities will amount to twenty thousand, seven hundred ninety three dollars and twelve cents (\$20,793.12.) Payments shall be made in accordance with the BOROUGH'S requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the BOROUGH reserves the right to reduce or increase any or all of the quantities in each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the BOROUGH arising out of or by reason of the work done and the materials furnished under the Contract Documents.

### **ARTICLE FOUR: INDEMNIFICATION.**

The CONTRACTOR will make all payments of proper charges for said work or delivery required in accordance with the Contract Documents and will indemnify and save harmless the BOROUGH, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including, without limitation, royalties, fees or claims for the use of patented methods, of patented rights, or copyrights, liabilities, obligations, losses, damages, demands, fines, penalties, actions, causes of action, lawsuits, costs, expenses, disbursements, orders, judgments, and decrees, including fees and expenses of attorneys and consultants, suffered, incurred, or sustained by or asserted against the BOROUGH or any of its officers, servants or agents arising out of or resulting from carelessness in the performance of its work or through the negligence of the CONTRACTOR or through any act or omission on the part of the CONTRACTOR, its agents or agent.

### **ARTICLE FIVE: ASSIGNMENT OR SUBLETTING.**

CONTRACTOR covenants and agrees not to assign or sublet the work or delivery specified or covered under the terms of this agreement without the prior approval in writing of the BOROUGH.

### **ARTICLE SIX: CONSTRUCTION LIENS.**

If any person or party files a construction lien against the Borough Property or any building thereon as a result of work or delivery under this Agreement, CONTRACTOR shall, at its expense, satisfy, remove or discharge such lien by bonding, payment or otherwise within sixty (60) days after notice to CONTRACTOR of the filing or assertion thereof. If CONTRACTOR fails to remove such lien (in addition to all other rights and remedies available to the BOROUGH hereunder) the BOROUGH may satisfy, remove or discharge such lien and CONTRACTOR shall pay the same to the BOROUGH upon demand.

## **ARTICLE SEVEN: INSURANCE.**

The CONTRACTOR shall secure and maintain in force insurance in conformity with the said Bid Specifications incorporated herein.

CONTRACTOR shall obtain, at its sole cost and expense, and maintain at all times during the term of this Agreement: (a) commercial general liability insurance (including personal injury liability coverage) with a minimum per occurrence limit of at least \$1,000,000.00 and general aggregate limit of \$3,000,000.00; (b) automobile liability insurance covering owned, hired and non-owned vehicles, providing coverage of \$1,000,000.00 combined single limit for bodily injury and property damage; (c) excess umbrella liability insurance coverage insuring losses in excess of the insurance required under (a) and (b), up to a total limit of \$5,000,000.00 on an occurrence basis; (d) worker's compensation insurance maintained in accordance with statutory requirements; and (e) pollution liability insurance providing coverage of not less than \$1,000,000.00. All commercial general liability insurance maintained by CONTRACTOR hereunder shall have the following endorsements: (i) products and completed operations coverage, (ii) contractual liability, (iii) broad form property damage and personal injury, and (iv) underground explosion and collapse coverage. BOROUGH shall be named as an additional insured (except workers compensation) on all policies, and such policies shall be considered primary insurance without recourse and non-contributing to any similar insurance carried by CONTRACTOR. All insurance certificates obtained by CONTRACTOR shall contain a provision that coverage afforded under the policies evidenced by such certificates will not be cancelled or materially changed without at least thirty (30) days' prior written notice to CONTRACTOR and BOROUGH. All liability insurance required to be carried by CONTRACTOR shall contain broad form contractual liability insurance coverage insuring CONTRACTOR's indemnity obligations to BOROUGH under this Agreement. All policies carried by CONTRACTOR shall include a waiver of subrogation endorsement.

## **ARTICLE EIGHT: DISPUTE RESOLUTION**

All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided under the jurisdiction of the courts of the State of New Jersey or through arbitration in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. The BOROUGH shall have the sole discretion to select the forum should any dispute arise.

Any matters brought under New Jersey Courts shall be governed by all applicable New Jersey state laws and statutes.

Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the preceding arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement

and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **ARTICLE NINE: DISCRIMINATION**

It is agreed that the provisions contained in R.S. 20:2-1 prohibiting discrimination by reasons of race, creed, color, national origin or ancestry and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the BOROUGH in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

#### **ARTICLE TEN: AFFIRMATIVE ACTION REQUIRED.**

During the performance of this contract, CONTRACTOR agrees to all terms and conditions set forth in this contract, and the terms and conditions set forth in the entirety of the Contract Documents including, without limitation, Exhibit A hereto (Mandatory Equal Employment Opportunity Language), which was previously supplied as part of the Bid Specifications for this project.

#### **ARTICLE ELEVEN: ATTENDANCE.**

A representative of the BOROUGH may, at the BOROUGH's option, be present during the conduct of any work at or on Borough Property. Prior to the commencement of the work, CONTRACTOR shall give the BOROUGH reasonable prior written notice of the time and place of such entry, in order to permit a representative of the BOROUGH to accompany the CONTRACTOR or its designee.

#### **ARTICLE TWELVE: DEFAULT.**

If CONTRACTOR shall fail to perform or observe any agreement or condition under this Agreement beyond any applicable cure and/or grace period contained in this Agreement, and if CONTRACTOR shall fail to cure said default within ten (10) business days after written notice of said default from the BOROUGH (or such longer period (not to exceed thirty (30) days) if said default is not of a nature that can be cured within said ten (10) business day period, provided CONTRACTOR has commenced the cure of such default within said ten (10) business day period and thereafter prosecutes the curing of said default with due diligence), then the BOROUGH may immediately, or at any time thereafter, and without further notice, terminate this Agreement, and CONTRACTOR shall forthwith quit the Borough Property.

If after ten (10) days following the expiration, termination or cancellation of this Agreement, CONTRACTOR has failed to remove any property brought upon Borough Property by

CONTRACTOR, then the BOROUGH may notify CONTRACTOR to remove said property at CONTRACTOR's own cost and expense. If the BOROUGH elects to notify CONTRACTOR to remove said property and CONTRACTOR fails to do so within the period set forth in the CONTRACTOR's notice, then, upon such failure, the BOROUGH may, in addition to any other remedies available to it, remove said property as the duly authorized agent of CONTRACTOR, and store the same in the name and at the expense of CONTRACTOR or those claiming through or under CONTRACTOR under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said property for non-payment of storage charges, and without in any way being liable for conversion or negligence of any person in caring for said property while in storage. In such event, CONTRACTOR agrees to pay to the BOROUGH, upon demand, all removal and storage costs incurred by the CONTRACTOR.

**ARTICLE THIRTEEN: ENVIRONMENTAL CONDITIONS.**

CONTRACTOR shall notify the BOROUGH within two (2) business days of its becoming aware of any previously unknown environmental conditions or contamination on or affecting the Borough Property.

**ARTICLE FOURTEEN: PHYSICAL CONDITIONS.**

Except as may have been set forth in the Bid Specifications for this project, if any, the BOROUGH makes no representations or warranties regarding the existing physical conditions of the Property on which the work site is located, including but not limited to those relating to structural, health or safety, or compliance with any laws, codes, or ordinances, or the environmental condition of the Property.

**ARTICLE FIFTEEN: GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions.

**ARTICLE SIXTEEN: SEVERABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision hereof shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE SEVENTEEN: ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the CONTRACTOR and BOROUGH and supersedes all prior discussions, representations and agreements between the parties hereto. This Agreement may not be revised or amended except by a written instrument signed by the parties hereto.

**ARTICLE EIGHTEEN: COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all which when taken together shall constitute one and the same agreement. Facsimile and .pdf signatures shall have the same effect as original signatures.

**ARTICLE NINETEEN – TERMINATION.**

1. (a) The term of this Agreement shall begin as of May 1, 2023, and continue through April 30, 2025, unless sooner terminated in accordance with the terms hereof.

(b) This Agreement may be terminated by either party upon thirty (30) days written notice to the other for any reason in the sole and absolute discretion of the terminating party.

2. Termination for Material Breach. In the event of a material breach of this Agreement by a party, the non-breaching party shall have the right to terminate this Agreement by giving written notice to the breaching party that describes the nature of such material breach (the "Breach Notice"). In the event such breach is not cured to the reasonable satisfaction of the non-breaching party within a ten (10) day period after the giving of the Breach Notice (the "Cure Period"), this Agreement shall terminate immediately.

3. Immediate Termination. Notwithstanding anything to the contrary contained in this Agreement, the non-breaching party shall have the right to terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events:

(a) Failure of the other party to maintain licensure and/or liability insurance in accordance with the requirements of this Agreement;

(b) the dissolution, insolvency or bankruptcy of the other party (including the appointment of a receiver for the party or for a substantial part of its assets or property, the ordering of the winding up or liquidation of the party's affairs, the filing of an involuntary petition of bankruptcy which petition remains undismissed or suspended for a period of one hundred twenty (120) days, the commencement by the party of a voluntary case for relief, the consent by the party to the entry of an order for relief in an involuntary case, or the making by a party of any general assignment for the benefit of its creditors); or

(c) The receipt by either party of an order issued by a lawful authority directing the termination of this Agreement.

[remainder of page intentionally left blank]

*Kevin J. Burke, Jr*

**WHEREFORE**, the BOROUGH has caused this instrument to be SIGNED BY ROBERT C. NEFF, JR., MAYOR; ATTESTED BY ~~KIMBERLY JUNGFER~~<sup>KB</sup>, ADMINISTRATOR/CLERK and the Borough of Little Silver seal to be hereunto affixed, and the CONTRACTOR hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

BOROUGH: **BOROUGH OF LITTLE SILVER**

SIGNED BY: **ROBERT C. NEFF, JR., MAYOR**

SIGNATURE: \_\_\_\_\_

*Robert C. Neff, Jr.*

ATTEST: \_\_\_\_\_

*K. J. Burke, Jr.*  
KEVIN J. BURKE, JR., ADMINISTRATOR/CLERK

DATE: \_\_\_\_\_

*May 11, 2023*

CONTRACTOR: \_\_\_\_\_

*Accessis New Jersey Inc.*

SIGNED BY: \_\_\_\_\_

*DAN NOBLE*  
*CFO/COO*

SIGNATURE: \_\_\_\_\_

*[Signature]*

ATTEST: \_\_\_\_\_

*[Signature]*

DATE: \_\_\_\_\_

*May 8, 2023*



**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment

agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302; electronically provided by the Division and distributed to the public agency through the Division's website at:

[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



*Purchasing with a Purpose*

April 17, 2023

Sharon Kavendek  
Borough of Little Silver  
480 Prospect Ave.  
Little Silver, NJ 0776

Via Email: [skavendek@littlesilver.org](mailto:skavendek@littlesilver.org)

Re: Quote JQ041723GHA- for the Borough of Little Silver Train Station

Dear Ms. Kavendek;

I would like to thank you for considering ACCSES NJ as the vendor for your janitorial needs. We appreciate the opportunity to expand our business relationship with the Borough of Little Silver. Your consideration of the New Jersey Rehabilitation Facilities Set-Aside Act is appreciated and important to the thousands of New Jersey citizens with disabilities.

Upon review of your request, we are submitting the following pricing for janitorial services 7 days a week for the location listed below. Pricing is based on SOW (Statement of Work) specifications provided by the customer.

- Little Silver Train Station: **Monthly rate \$866.38 (4% incr) (May 1, 2023 two-year contract)**

Thank you for the opportunity to price this project. We look forward to working with you further. If there are any questions, please feel free to reach out to me at [ghuthinson@accsesnj.org](mailto:ghuthinson@accsesnj.org) or call me at 609-414-2606.

Thank you,  
Garth Hutchinson  
Regional Building Services Mgr.

## RESOLUTION

WHEREAS, the Borough of Little Silver requires janitorial services for the Borough of Little Silver Railroad Station, for a two year contract period, May 1, 2023 thru April 31, 2025; and

WHEREAS, the Qualified Purchasing Agent solicited the following quote:

ACCSES NJ (Association for Choices in Community Supports and  
Employment Services-New Jersey)  
Trenton, NJ \$20,793.12; and

WHEREAS, general janitorial services are listed under State Contract #T-1480; and

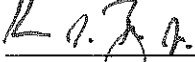
WHEREAS, funding for this service is provided is the Railroad Trust Account; and

WHEREAS, the Borough Administrator/Clerk has reviewed the quote and finding it to be in order, recommends said quote to the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Silver that the quote received for janitorial services for the Borough of Little Silver Railroad Station from ACCSES NJ be and is hereby accepted.

ResJanitorialRRStateContract2023

I, Kevin J. Burke, Jr., Borough Administrator/ Borough Clerk of the Borough of Little Silver do hereby certify that the foregoing is a true copy of Resolution #073-23, passed by the Borough Council of the Borough of Little Silver, County of Monmouth, State of New Jersey, at a meeting held on April 24, 2023

  
\_\_\_\_\_  
Kevin J. Burke, Jr.  
Administrator/Borough Clerk

## RESOLUTION

WHEREAS, the Borough of Little Silver requires janitorial services for the Borough of Little Silver Railroad Station, for a two year contract period, May 1, 2023 thru April 31, 2025; and

WHEREAS, the Qualified Purchasing Agent solicited the following quote:

|                                                                                                 |                  |
|-------------------------------------------------------------------------------------------------|------------------|
| ACCSES NJ (Association for Choices in Community Supports and<br>Employment Services-New Jersey) |                  |
| Trenton, NJ                                                                                     | \$20,793.12; and |

WHEREAS, general janitorial services are listed under State Contract #T-1480; and

WHEREAS, funding for this service is provided is the Railroad Trust Account; and

WHEREAS, the Borough Administrator/Clerk has reviewed the quote and finding it to be in order, recommends said quote to the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Silver that the quote received for janitorial services for the Borough of Little Silver Railroad Station from ACCSES NJ be and is hereby accepted.