

AGREEMENT

THIS AGREEMENT, entered into this day of
between the Township of West Orange, a Municipal Corporation, in the
County of Essex, and the State of New Jersey (hereinafter referred to as
"The Township"), having its principal offices at 66 Main Street, West
Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**,
(hereinafter referred to as "The Contractor"), having its principal offices at
410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as supplies), as follows:
 - a. Milk and milk products, including all cheese, cheese products, ice cream, etc., for butterfat's, acidity, yeast and mold count, total plate count, coli count, phosphates, direct microscopic, antibiotic sensitivity, as may be required.
 - b. Fresh ground meats for fat, agar plate count, staphylococci coagulase count, and coliform count, and sulfite adulteration.
 - c. Frozen foods for agar plate count, staphylococci coagulase count and coliform count.
 - d. Hazardous foods (salads) for agar plate count, staphylococci coagulase positive count, and coliform count, and yeast and mold, and direct microscopic.
 - e. Cream and/or custard filled baked goods for agar plate count, staphylococci count, and coliform count.
 - f. Food involved in a suspected food poisoning for agar plate count, staphylococci coagulase count, coliform count, E. Coli, Salmonella and Shigella.
 - g. Potable water tests (Total Plate Count and Coliform analyses - M.P.N. method) Fecal coliform, if required.
 - h. Special chemical tests - i.e., lead in paint chips and water pollution tests.
 - i. Swab tests of multi-use utensils in eating and drinking establishments.

- j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail the results of all tests promptly upon completion of the Health Official in charge.
 - k. To pick up samples, a to i, plus any complaints or other samples at the discretion of the Health Official. Maximum - 8 samples of a to g, 5 of h, and 30 of i per month. Plus weekly analyses of Township pools for coli, standard plate count, PH, and Chlorine content during summer season.
2. The contractor agrees to perform tests and provide supplies for the Township of West Orange in conformity with those methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Director of Health and Welfare of the Township of West Orange.
3. The Township agreement to pay to the contractor the all inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars to be to be paid in half-yearly installments.
4. The Contractor acknowledges that it has read N.J.S.A.10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.
5. Neither this contract nor the monies to become due hereunder are assignable.
6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.
7. The acceptance of payment by the contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.
8. Contractor agrees to indemnify and hold harmless the Township, its

agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this contract from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the contractor at the contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as Schedule A.

11. This agreement is effective as of **January 1, 2011** and covers the period of **January 1, 2011 through December 31, 2011**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

TOWNSHIP
OF WEST ORANGE

BY

: _____

TOWNSHIP CLERK

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MAYOR

ATTEST:

GARDEN
STATE LABORATORIES

BY: _____

SCHEDULE A

I. During the performance of this contract the contractor agrees as follows:

a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during 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 for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

b. 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 considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding. A notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractors, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

II. The contractor or subcontractor agrees to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations

promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

III. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

IV. 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.

V. 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, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

