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AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **MUNICIPAL INSPECTION CORPORATION**, with offices located at 183 West 4th Street, Bayonne, New Jersey 07002, hereinafter called "**CONTRACTOR**", pursuant to Resolution No. 860 adopted by the Council of the City on December 17, 2025, a copy of which is attached hereto and made a part hereof.

WHEREAS, the City requires the services of **ELEVATOR INSPECTIONS BY AN ON-SITE AGENCY** as set forth in their proposal; and

WHEREAS, **MUNICIPAL INSPECTION CORPORATION** has the necessary qualifications and expertise to perform such services for the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree to the following terms and conditions:

**SECTION ONE
SCOPE OF SERVICES**

MUNICIPAL INSPECTION CORPORATION agrees to provide **ELEVATOR INSPECTIONS BY AN ON-SITE AGENCY** annually. Said elevator inspectors will perform services in accordance with N.J.A.C. 5:23-1, et seq., including, but not limited to, the following:

- The **CONTRACTOR** shall furnish Elevator Inspection Services pursuant to the "Act"; and
- It is expected that said duties will be performed by properly licensed employees of the **CONTRACTOR** and shall be provided in a professional manner; and

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- The Atlantic City Department of Licenses and Inspections, Division of Construction, Elevator Subcode, pursuant to this Agreement shall maintain records of all call logs and activities conducted within the CITY as may be required by and in accordance with the Laws of the State of New Jersey and the City Atlantic City.
 - The CITY shall notify the CONTRACTOR, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the CITY by the CONTRACTOR.

SECTION TWO FEES

The CITY shall pay **MUNICIPAL INSPECTION CORPORATION** for **ELEVATOR INSPECTIONS BY AN ON-SITE AGENCY** for a total sum not to exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.

SECTION THREE AGREEMENT PERIOD

The Contract shall be for a period of **ONE YEAR**, commencing January 1, 2026 through December 31, 2026, with the City, with the option of two (2) one year extensions.

SECTION FOUR CONTRACT DOCUMENTS

The contract documents which comprise the contract between **CITY** and **CONTRACTOR** are as follows:

- a. This agreement
- b. Form of Advertisement, Notice to Contractors, Proposal Form and Specifications, approved, and the bid or proposal of the CONTRACTOR received and publicly opened and read at a meeting of the Purchasing Board held covering the items set forth in this Agreement, all of which documents are attached hereto and on file in the Office of the City Clerk of the CITY, and are hereby made a part of this Agreement as though each were set forth verbatim herein.

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- c. Any work required by one or more of said documents and not by the other shall be performed as if required by both. Any requirements pursuant to this Agreement in conflict with any requirement in the Bid documents shall be governed by this agreement.
 - d. Contractor shall be required to comply with City Ordinance No. 44 of 2014 and specifically subsections (a) and (b) of Article 1 establishing a first source employment linkage program to facilitate and encourage private sector employment opportunities for Atlantic City residents.
 - e. If there is any conflict between the terms and conditions of the specifications and the vendor's proposal, specifications control.

**SECTION FIVE
PAYMENT METHOD**

Payment to Contractor shall be made upon submission of invoices for payment to the Department of Licensing & Inspections and approval of the same by the Business Administrator.

It is expressly understood and agreed that payment of monies authorized under and by this agreement shall only be monies and funds appropriated by the Council of the City for the purpose of this agreement and paid into the treasury of the City therefore.

**SECTION SIX
STATUS OF CONTRACTOR**

It is expressly understood and agreed by and between the parties hereto that the status of the Contractor and its employees, officers, and agents shall be that of independent CONTRACTORS. It is not intended, nor shall it be construed, that the Contractor or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SEVEN
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon 30 days written notice. At

the termination, cancellation or expiration of this Agreement in any manner, the acceptance of final payment by the Contractor shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION EIGHT
CERTIFICATE OF COMPLIANCE**

Contractor represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION NINE
ASSIGNMENT**

Contractor cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

**SECTION TEN
CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Contractor or its SUBCONTRACTORS.

**SECTION ELEVEN
INTERPRETATION AND CONSTRUCTION**

Unless expressly provided otherwise herein, this agreement shall be governed by and construed in accordance with the Uniform Commercial Code of the State of New Jersey.

**SECTION TWELVE
EFFECT OF ILLEGALITY**

If any provision of this agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

**SECTION THIRTEEN
CHOICE OF LAW**

This contract shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City.

**SECTION FOURTEEN
INSURANCE**

Before commencing the work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City of Atlantic City (City) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the City of the Contractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this section

deny coverage to the City, the Contractor will defend and indemnify the City at the Contractor's expense.

Minimum of Liability.

The Contractor must obtain the required insurance with the carrier rated A- VII or better by A.M. Best.

The Contractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

- \$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Product/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury.

Contractual Liability that will respond to the Indemnification clause, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Scope of Services. As an alternative, the Consultant may provide Commercial General Liability Insurance with no General Aggregate. This policy must respond to bodily injury and property damage claims arising out of Professional Liability.

Professional Liability Insurance

- \$ 1,000,000 Each Claim
- \$ 2,000,000 General Aggregate

If policy is a claims-made form, Contractor must identify known claims that affect the aggregate.

Comprehensive Automobile Liability Insurance

- \$ 1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

Workers' Compensation and Employers' Liability Insurance

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease.

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if

inclusion is not allowed by state law.

Umbrella

\$ 5,000,000 per Occurrence

\$ 5,000,000 Aggregate.

Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance.

Additional Insured Status and Certificate of Insurance.

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Consultant's Commercial General Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Contractor's Workers' Compensation policy if allowed by state law. If the contractor or subcontractor's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

No Limitation on Liability.

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Failure to Obtain/Maintain, Cancellation and Renewal.

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the City. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Contractor will provide 21 days advance notice of the cancellation or non renewal.

**SECTION FIFTEEN
INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the CITY from and against any claim (including any claim brought by employees of CONTRACTOR), liability, damage or expense (including attorneys' fees) that such CITY may incur relating to, arising out of or existing by reason of (i) CONTRACTOR'S performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by CONTRACTOR or its SUBCONTRACTORS, servants or employees) or (ii) CONTRACTOR'S breach of this Agreement or the inadequate or improper performance of this Agreement by CONTRACTOR or its SUBCONTRACTOR'S, servants or employees.

**SECTION SIXTEEN
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION SEVENTEEN
STATUS OF CONTRACTOR**

It is expressly understood and agreed by and between the parties hereto that the status of the contractor and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the contractor or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION EIGHTEEN
POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **MUNICIPAL INSPECTION CORPORATION** based on the merits and abilities of **MUNICIPAL INSPECTION CORPORATION** to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **MUNICIPAL INSPECTION CORPORATION**, their subsidiaries, assigns or principals controlling in excess of 10% of the company have not made a reportable contribution pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to

~~perform this contract, nor will it make such a reportable contribution during the term of the contract~~
that will affect its eligibility to perform this contract.

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

Paula Gulletta
11/14/2026 City Clerk

M. Sallata
Mayor

ATTEST:

MUNICIPAL INSPECTION CORPORATION

Lidia Bonichi

Joseph DeGrosso

The within agreement approved as to form and execution.

1/2/26
Date

Peter T. Sallata
Peter T. Sallata, Esquire
Assistant City Solicitor

STATE OF New Jersey)
) ss.
COUNTY OF Hudson)

I CERTIFY that on JANUARY 5, 2026,

_____, the Secretary or Assistant Secretary of the Corporation,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of
JOSEPA DELROSSO, PRESIDENT OF MIC
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper
corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act
duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

Joseph DelGrosso
Secretary or Asst. Secretary

January 5, ~~2025~~ ²⁰²⁶

Lidia Boniche

LIDIA BONICHE
Commission # 2308492
Notary Public, State of New Jersey
My Commission Expires
January 14, 2029

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable 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)

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.

Company Name: MUNICIPAL INSPECTION CORP.

Name: JOSEPH DELGROSSO

Title: PRESIDENT OF MIC

Signature: Joseph Delgrosso

Date: 1-5-21

Resolution of the City of Atlantic City

No. 860

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Licensing & Inspections /s/ Dale Finch

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & BAILEY present the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO MUNICIPAL INSPECTION, INC. FOR ELEVATOR SUBCODE INSPECTIONS BY AN ON-SITE AGENCY IN THE AMOUNT OF \$300,000.00

BE IT RESOLVED by the City Council that the bid of **MUNICIPAL INSPECTION, INC.** corporation of the State of New Jersey, with offices located at 183 West 4th Street, Bayonne, New Jersey 07002 received and publicly opened and read at a meeting of the Purchasing Board held November 7, 2025 for furnishing and delivering to the City of Atlantic City **ELEVATOR SUBCODE INSPECTIONS BY AN ON-SITE AGENCY FOR ONE (1) YEAR WITH OPTION TO RENEW TWO (2), ONE (1) YEAR ADDITIONAL TERMS** for a total delivered sum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**, be and the said bid is hereby **ACCEPTED**, said Corporation being the only responsible bidder for the undertaking; and

BE IT FURTHER RESOLVED that authority is hereby given to the Mayor to execute and the City Clerk to attest to an agreement, to be entered into between the City of Atlantic City and **MUNICIPAL INSPECTION, INC.** for the hereinabove undertaking, in strict compliance with the Advertisement, Proposal Form, and the Specifications and Instructions to bidders therefore, approved and adopted by the City Council, said agreement and the required accompanying performance bond to be approved as to form and execution by the City Solicitor; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from Account No. 6-01-22 195-700-298 to satisfy the aforesaid award of contract; and

BE IT FURTHER RESOLVED that this award of contract is contingent upon State approval
December 22, 2025 11:38 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X					X	LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X					
KURTZ	X				X		TIBBITT	X					
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: DECEMBER 17, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk