

CONTRACT

OWNER:

**Township of Manalapan
120 Route 522
Manalapan, NJ 07726**

CONTRACTOR:

**Suburban Disposal, Inc.
54 Montesano Road
Fairfield, NJ 07004**

TITLE/LOCATION OF WORK:

**Township of Manalapan
Solid Waste and Recyclable
Materials Collection and Disposal**

THIS AGREEMENT made this 28th day of January, in the year 2021, by and between the Township of Manalapan, a municipal corporation in Monmouth County, New Jersey, hereinafter called "the Township" and, Suburban Disposal, Inc., hereinafter called "the Contractor";

WITNESSETH:

That the Township and the Contractor for the consideration hereinafter stated agree as follows:

1. The Contractor shall furnish all materials and perform all work as set forth in the Notice to Bidders and the specifications and drawings (if applicable), and shall do everything required by those items as set forth in the bid specifications.
2. The Contractor, having carefully examined the Notice to Bidders, the General Conditions and Instructions to Bidders, the Specifications, and Drawings (if applicable) referred to in Paragraph 1, as well as the premises and the conditions

affecting the work, has agreed to furnish all material and labor required for: Township of Manalapan Solid Waste and Recyclable Materials Collection and Disposal Service.

3. The Township Committee adopted a Resolution at its meeting of January 27, 2021, accepting the proposal for the faithful performance of a contract for Solid Waste and Recyclable Materials Collection and Disposal for a three year contract in the amount of \$7,225,000.00 as specified in Resolution 2021-90 for the Township of Manalapan. The contract shall begin on April 4, 2021 and end on April 3, 2024. This contract has the option of two, one year renewals beginning April 4, 2024 and ending April 3, 2026 in the amount of \$12,593,000.00.

EMPLOYEE WAGE REPORTING:

- The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Township of Manalapan, any other party to the contract, and the commissioner.
- The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rates of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the

contract, in a form satisfactory to the commissioner, to the Township of Manalapan for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to: Rose LaFergola, Purchasing Agent, Township of Manalapan, 120 Route 522, Manalapan, NJ 07726.

- By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

4. The Contractor shall keep the work under his personal control, and shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Township, and he shall not assign any power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent of the Township. Consent by the Township to an assignment of this Contract shall not, in any way release the Contractor from the conditions, covenants and agreements herein undertaken to be done and performed by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

5. The parties of this Contract agree to incorporate into this Contract the mandatory language of N.J.S.A 10:5-31 and N.J.A.C. 17.27, the regulations promulgated by the Treasurer, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said regulations.

6. Statutorily Required Affirmative Action Clause: Exhibit A attached hereto is incorporated herein. A copy of the Mandatory Certificate of Employee Information Report issued by the State Treasurer shall be submitted by the Contractor and shall be attached hereto as Exhibit B.

7. Contract disputes will be first submitted to non-binding mediation or another alternate dispute resolution program as selected by the Township. If mediation fails to resolve the dispute, the parties reserve their rights to institute an action in a court of proper jurisdiction.

The terms of this Contract include those contained in the Notice to Bidders, the General Conditions and Instructions to Bidders, the Specifications and Drawings together with this Agreement, all of which taken together form the Contract and are incorporated into this document as if set forth in full herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written.

TOWNSHIP OF MANALAPAN:

By: [Signature]

Jack McNaboe, Mayor

By: [Signature]

Regina Preteroti, Municipal Clerk

Shari Rose, Deputy

SUBURBAN DISPOSAL, INC.

By: [Signature]

(Print name): CHARIS Roselle

Title: SLL

Witness: GABE Roselle

(Print Name):

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

The contractor or subcontractor, 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 workers' 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.

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.