

CITY OF CLIFTON, NEW JERSEY
Law Department
900 Clifton Avenue
Clifton, New Jersey 07013
(973) 470-5817

GOODS AND SERVICES

CITY AGENCY: Department of Public Works

CONTRACTOR: Suburban Disposal, Inc.

CONTRACT FOR: Collection of Solid Waste, Collection of Bulk Waste and Collection of Vegetative Waste Services
June 1, 2018 - December 31, 2020

LOCATION: City of Clifton

THIS CONTRACT, made and entered into this 6th day of June, in the year 2018, by and between **SUBURBAN DISPOSAL, INC.**, a corporation of the State of New Jersey, whose address is 54 Montesano Road, Fairfield, New Jersey 07004; telephone (973) 227-7020; fax (973) 675-1404, hereinafter called “Contractor” and the **CITY OF CLIFTON**, a Municipal Corporation of the State of New Jersey, hereinafter called “City”:

WITNESSETH: Solid Waste Collection Two (2) Times per Week, Bulk Waste One (1) Time Per Week - 2 Sections: In consideration of the sum of \$4,304,000.00 for the first year; \$6,991,000.00 for the year 2 and 7 months, for a total of \$11,295,000.00; and **Vegetative Waste Collection One (1) Time per Week:** \$471,000.00 for the first year; and \$866,000.00 for the year 2 and 7 months, for a total of \$1,337,000.00, as per attached Resolution, and the covenants and agreements hereafter set forth, the parties hereto agree as follows:

The Contractor has made a proposal in writing to the City of Clifton, or the Board, Body or Officer thereof designated for such purpose, to furnish the material, equipment, labor and everything necessary for the completion of the work or supplying the articles herein mentioned for or to the City, for the price and within the time hereinafter mentioned, and according to the contract documents therefore on file in the office indicated in the Notice to Bidders and specifications and the City of Clifton has awarded the work to the Contractor according to law. The City shall have the option to renew the Contract for an additional two (2) one year renewal options to be exercised at the City’s discretion, as follows: **Solid Waste Collection Two (2) Times Per Week, Bulk Waste One (1) Time Per Week - 2 Sections:** Option Year 1: \$4,549,000.00; Option Year 2: \$4,634,000.00; and **Vegetative Waste Collection One (1) Time Per Week:** Option Year 1: \$563,000.00; Option Year 2: \$577,000.00, in accordance with bids received on April 25, 2018, and as per attached Resolution.

Contractor agrees to perform pursuant to the City’s pre-existing schedule at no extra charge for such period of time as the City shall request in the City’s sole discretion up to December 31, 2018, to facilitate the City’s transition to the new contract schedule.

Performance

The Contractor, in consideration of these presents and of the payments hereinafter provided, for himself, his heirs, executors and administrators or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City to well and truly execute and perform the work and/or furnish the material, equipment, labor and everything necessary, as provided for in the contract documents hereinafter referred to, under the supervision of the Board, Body or officer designated for such purpose; for the price, and within the time and according to the following documents which for the purposes of this contract shall be referred to as the Contract Documents, which are filed and/or attached hereto and include:

Contract Documents

1. Official Notice to Bidders.
2. General Specifications and addenda thereto, if any.
3. Proposal of Bidder.
4. Surety Company Bond made by Contractor and a Surety Company acceptable to the City or, in the alternative, the Contractor's bond (when secured by a deposit with the City of the full amount of the bond).
5. Mandatory Equal Employment Opportunity Language.
6. Americans with Disabilities Act of 1990.
7. N.J.A.C. 7:26H-6.1 et seq.
8. Resolution awarding contract.

The above contract documents are hereby made a part of this contract and incorporated herein as though set forth in full at this point.

And the Contractor hereby further agrees to and with the City:

- (1) **Time of Commencement and Completion.** To commence work under this contract within five days after the contract is approved and signed, unless otherwise indicated in the contract documents and to complete the work and supply all of the necessary materials, equipment and labor in accordance with the terms of the contract documents incorporated herein, within the number of working days provided for in said contract documents.
- (2) **Application of N.J. Statutes and Ordinances.** To abide by all Statutes of the State of New Jersey and the laws of the State of New Jersey governing and applicable to the City of Clifton, and all amendments thereto, and shall further abide by all applicable ordinances of the City of Clifton and amendments thereof and supplements thereto and to all provisions of the contract documents;
- (3) **Municipal Appropriations.** That the City shall be obligated and committed to expend only such sum or sums as may presently be appropriated for the purposes hereof in the manner provided for by law, and as may hereafter be otherwise appropriated or become available for the purpose of this contract, and this contract shall not become effective until such funds shall be legally provided for by the City for the purposes of this contract.
- (4) **Cost of Inspection.** That the City shall and is hereby empowered to deduct from the contract price the amount of all wages paid by it to any inspector or inspectors necessarily employed by the City on such work for any number of days in excess of the working days referred to in No. 1 hereof.
- (5) **Retention of Monies.** That the said Contractor will furnish the City with satisfactory evidence, if required, that all persons who have done work or furnished materials under this agreement and are entitled to a lien therefore under any laws of the State of New Jersey, have been fully paid or are no longer entitled to such lien, and in case such evidence be not furnished as aforesaid, such amount as the said City may consider necessary to meet the lawful claims of the person or persons aforesaid, shall be retained from the monies due the said Contractor under this agreement, until the liabilities aforesaid may be fully discharged and the evidence thereto furnished.
- (6) **Surety Bond.** That in the event that the total contract price as set forth herein is in excess of \$50,000.00, the said Contractor does hereby agree that it will execute and file its bond in a sum equal to the full amount of the contract price conditioned upon the full and faithful performance by Contractor of all of the terms of this agreement and any specifications made a part hereof and upon the payment of all claims of subcontractors for work and materials as provided by the Statutes of the State of New Jersey. Said bond shall be guaranteed by a surety company authorized to do business in the State of New Jersey or be secured by a fund in the full amount of the bond to be deposited by the Contractor with the City by cash or certified or cashier's check made payable to the City's order simultaneously

with the filing of the bond.

(7) **Indemnity.** Anything herein elsewhere in this Contract set forth to the contrary notwithstanding, it is expressly agreed by and between the parties hereto that any materials to be furnished or work to be performed by the Contractor in accordance with the terms hereof shall be at the sole risk of Contractor. Contractor hereby agrees to save, indemnify and keep harmless the City against any and all liability, claims, judgment or demands whatsoever including demands arising from injuries or death of persons (contractor's employees included) or damage to property arising directly or indirectly out of the performance of this contract or the obligations assumed thereunder, and will make good to and reimburse the City for any expenditures including reasonable attorneys' fees the City may make by reason of such matters, and, if requested by City, will defend any suits resulting from such demands at the sole cost and expense of Contractor. Contractor hereby further agrees that so much of the monies due to it under and by virtue of this agreement as shall be considered necessary by the City may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the City. It is acknowledged and agreed that the City is required to be named as an additional insured on the Contractor's policy of insurance and the Contractor shall provide the City with a certificate of insurance to be submitted in accordance with the insurance requirements of the bid specifications which are incorporated herein by reference. It is further acknowledged and agreed that the contractor's obligation to provide such insurance coverage naming the City as an additional insured shall be on a primary, non-contributory basis.

(8) **Failure of Performance.** It is further understood and agreed by and between the parties hereto that if the said Contractor shall at any time during the term or continuance of this contract, fail or neglect to carry out his or its obligations under this contract, then the said Municipality may, at its option, terminate this contract because of the default of the Contractor, after giving seven (7) days written notice to the said Contractor of his last known address according to the records of the City. At the expiration of the period of time in said notice, the City may, at its option, (1) proceed to perform said work itself, or (2) enter into a contract for the performance thereof, or (3) permit the Surety Company on the contract with the Contractor on application of the Surety, to cause the said contract to be completed, provided however, that the person, firm, or corporation chosen by the Surety Company is first approved by the City of Clifton. Where the City proceeds to complete the work aforesaid under (1) or (2) hereof, the City shall deduct the cost thereof from the payments due or to grow due, to the said Contractor as aforesaid, and in case the cost thereof shall exceed said monies so due or to grow due, the Contractor and surety for the Contractor shall be liable for such deficiency to the City.

(9) **Notice to Contractor and Surety Bond Company.** In the event of any default by the Contractor, or any alteration of this contract, a notice thereof sent to the Contractor by regular U.S. Mail at the Contractor's address hereinabove set forth in this agreement, shall be deemed and considered good and valid notice as to both the Contractor and any Surety Company which may be surety on the Contractor's performance bond.

(10) **Acceptance and Performance of Contract.** The City of Clifton hereby agrees to pay and the contractor hereby agrees to accept the prices and sums hereinafter set forth, in full compensation for furnishing all materials and for all labor and equipment used in delivering, furnishing and supplying the same and as full compensation for all loss or damages arising out of the nature of the work referred to herein, or from action of the elements or for any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all expenses incurred by or in consequence of the suspension or discontinuance of said work and for well and faithfully completing the same and the whole thereof, in accordance with the said contract documents referred to herein and made a part hereof.

(11) **Contract Price.** The total contract price for this agreement, and which the Contractor agrees to accept in full payment for the work, labor and materials herein referred to and agreed to be done, is hereinabove set forth. The Contractor shall not be entitled to any

additional or extra compensation whatsoever unless same is specifically provided for in the contract documents and approved for payment by resolution of the Municipal Council of the City of Clifton. Under no conditions may the contractor commence any work for which he expects to receive any additional or extra compensation until and unless the same is first authorized in writing.

(12) **Plans and Drawings.** Where the work included by the Contract Documents refers to plans and drawings, said work shall be done in accordance with said plans as approved by ordinance or resolution authorizing the said improvement or work as the case may be, and the Contractor agrees that the said plans and ordinance or resolution approving the same and any amendments thereof, are hereby made a part of this Contract.

(13) **Permits.** The Contractor shall obtain all permits from agencies requiring permits before commencing work.

(14) **Time of Payment.** The contract price referred to herein, shall be paid in such amount or amounts and in such manner as provided in the Contract Documents.

IN WITNESS WHEREOF, the said City has caused these presents to be sealed with its corporate seal and to be signed by the Mayor and City Clerk, and the Contractor has hereunto caused this agreement to be properly and legally signed, the day and year first above written.

Attest:

Nancy Ferrigno
Nancy Ferrigno, City Clerk

Attest:

[Signature]
, Corporate Secretary

[SEAL]

CITY OF CLIFTON

By:

[Signature]
James Anzaldia Mayor

SUBURBAN DISPOSAL, INC.

By:

[Signature]
John Roselle, President

THIS CONTRACT HAVING BEEN EXAMINED IS APPROVED AS TO FORM AND EXECUTION.

Date:

6/23/18

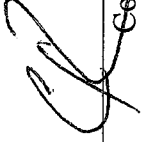
[Signature]

For the Law Department, City of Clifton

CERTIFICATE FOR CORPORATION

This is to certify that at a proper meeting of the Board of Directors of the corporation named in the above contract, authority was given to John Roselle, its President, to execute and deliver the above contract and the accompanying surety bond, for and in behalf of Suburban Disposal, Inc., and that all previous acts of agents and representatives of the said corporation, in connection with said contract and bond are hereby ratified and confirmed.

SIGNED



(S E A L)

Corporate Secretary