BOROUGH OF ELMWOOD PARK
BERGEN COUNTY, NEW JERSEY
&
CALI CARTING

AGREEMENT

THIS AGREEMENT, made this 1 day of February, 2015, by and between the Borough of Elmwood Park, a Municipal Corporation of the County of Bergen, State of New Jersey, having its principal office at 182 Market Street, Elmwood Park, New Jersey, 07424, (hereinafter, the "Borough"), and **Cali Carting, Inc.,** a New Jersey corporation, having its principal place of business at 450 Bergen Avenue, Kearny, New Jersey 07032 (hereinafter, "Cali Carting").

WITNESSETH, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. Cali Carting shall perform Option 1 of the Specifications (as defined below) pursuant to the terms and conditions of this Agreement and the Specifications.

2. Cali Carting shall provide the necessary labor, equipment, vehicles, tools, implements, materials, and transportation to disposal facilities necessary for the adequate, proper, and sanitary collection, transportation and disposal of all solid waste set forth in accordance with the terms and conditions contained in the "Uniform Bid Specifications for Solid Waste Collection/Disposal Service" dated August 21, 2014 (hereinafter, the "Specifications") on file in the Municipal Clerk's Office and incorporated herein by reference.

3. Cali Carting shall fully and faithfully perform the aforementioned services within the Borough in accordance with the terms and conditions contained in the Specifications for a term of five (5) years commencing on the date hereof.

4. It is hereby mutually agreed that the Borough is to pay and Cali Carting is to receive $137.00 per ton for the first year of this Agreement, $138.00 per ton for the second year of this Agreement, $139.00 per ton for the third year of this Agreement, $140.00 per ton for the fourth year of this Agreement, and $141.00 per ton for the fifth year of this Agreement. The Borough shall pay Cali Carting on a monthly basis pursuant to Section 5.13 of the Specifications.

5. The status of Cali Carting under the Specifications and this Agreement is that of an independent contractor. As such, the work performed pursuant to the Specifications and this Agreement, in every respect, from the execution of Cali Carting during progress of the work specified hereunder, and until final acceptance, shall be under the charge and in the care of Cali Carting at its risk.

6. Cali Carting shall take out and maintain in full force and effect at all times during the life of this Agreement insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough as an additional insured indemnifying the Borough with respect to Cali Carting's actions pursuant to the Specifications and this Agreement.

7. Cali Carting shall, up to the limits of its insurance, indemnify and hold harmless the Borough from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of all services set forth in the Specification and this Agreement, or from any act or omission by Cali Carting, its agents, servants, employees or subcontractors that results in any loss of life or property or in any injury or damage to persons or property.

8. Cali Carting hereby acknowledges and agrees that it is familiar with and will comply with all applicable local, state, and federal laws and regulations in the performance of this Agreement.

9. Cali Carting may not assign, sell, transfer, or otherwise dispose of its duties and obligations under this Agreement without the written permission of the Borough and the written approval of the New Jersey Department of Environmental Protection.

10. All solid waste shall be collected and disposed of under this Agreement in conformance with Section 5 of the Specifications, entitled "Work Specifications."

11. Cali Carting acknowledges and is required to adhere to the affirmative action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

12. Cali Carting acknowledges and is required to adhere to all certified payroll record requirements as mandated by N.J.S.A. 34:11-68, governing employee wage reporting.

13. Cali Carting acknowledges and is required to adhere to all mandatory equal opportunity requirements as mandated by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

14. This Agreement is governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have hereunto caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

ATTEST:

Keith Kazmark, RMC/CMC, MMC

BOROUGH OF ELMWOOD PARK

Mayor Richard A. Mola

ATTEST:

JOHN F. CALI, JR.

CALI CARTING, INC.

John F. Cali, III, Operations Manager

ACKNOWLEDGEMENT OF THE MAYOR

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

On this _____ day of February, 2015, before me personally came and appeared Mayor Richard A. Mola, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Borough of Elmwood Park described in and who executed the foregoing instrument; that he knows the seal of the said instrument is such seal; that it was so affixed by order of the said Municipal Corporation and he signed his name thereto by like order.

_____

An attorney-at-law of New Jersey

ACKNOWLEDGEMENT OF THE CLERK

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

On this 1 day of February, 2015, before me personally came and appeared Keith Kazmark, RMC/CMC, MMC, to me known to be the Clerk of the Borough of Elmwood Park described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of the said Municipal Corporation.

Barbara L Dispoto

BARBARA L. DISPOTO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2409153
My Commission Expires 6/2/2016

~~An attorney-at-law of New Jersey~~
Notary

ACKNOWLEDGEMENT OF THE CONTRACTOR, CALI CARTING, INC.

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

On this 1 day of February, 2015, before me personally came and appeared John F. Cali, III, to me known, who, being by me duly sworn, did depose and say that he is the Operations Manager of Cali Carting, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of directors of said corporation; and that he signed his name thereto by like order.

John F. Cali, III
WITNESS SIGNATURE

Sworn and subscribed to before me
this 1 day of February, 2015

Barbara L Brooks
Signature of Notary Public
My Commission Expires on

BARBARA L BROOKS
ID # 2064370
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 31, 2020

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