

SCANNED

CONTRACT

BETWEEN:

THE TOWN OF HARRISON

&

CALI CARTING INC.

Start Date: January 1, 2018

End Date: December 31, 2018
With Two (2) Separate One (1) Year Renewals

THIS AGREEMENT is made and entered into as of this 1st day of January, 2018, between CALI CARTING INC., 450 Bergen Avenue, Kearny, New Jersey 07032, hereinafter called the Contractor, and THE TOWN OF HARRISON, 318 Harrison Avenue, Harrison, NJ 07029, a municipal corporation of the State of New Jersey, hereinafter called the Owner.

WHEREAS, the Owner duly invited by advertisement sealed proposals for the removal of garbage, waste, house refuse, bulk garbage, white goods and recyclables in the Town of Harrison, County of Hudson and State of New Jersey (hereinafter the "Town"), according to Specifications; and

WHEREAS, the Contractor submitted a Proposal dated December 5, 2017 in response to the advertisement; and

WHEREAS, a copy of the Specifications, is attached hereto as Exhibit "A"; and

WHEREAS, the Contractor, pursuant to Alternate 1 of the Specifications, for a term of one (1) year, with two (2) separate one (1) year renewals at the option of the Owner, proposed to furnish all labor and equipment required to perform the said work of removing all garbage, waste, house refuse, bulk garbage, white goods and recyclables in the Town, in accordance with the Specifications, for the sum of FOUR HUNDRED NINETY TWO THOUSAND AND 00/100 DOLLARS (\$492,000.00) for the initial year, and being the lowest responsible bidder, the contract therefor was duly awarded to the Contractor by Resolution of the Mayor and Council of the Town of Harrison adopted December 14, 2017, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the Specifications, as completed by the Contractor (Exhibit "A"), and the Resolution (Exhibit "B"), are incorporated into and hereby made a part of this Contract as if the same were separately set forth herein in their entirety.

NOW, THEREFORE, in consideration of the premises and of the payment by the Owner to the Contractor the said sum of FOUR HUNDRED NINETY TWO THOUSAND AND 00/100 DOLLARS (\$492,000.00) as per this Contract, at the time and in the manner hereinafter provided, the parties hereto have covenanted and agreed as follows:

First: The Contractor, pursuant to Alternate 1 of the Specifications, for a term of one (1) year, will furnish all labor and equipment required to perform the said work of removing all garbage, waste, house refuse, bulk garbage, white goods and recyclables in the Town, in accordance with the Specifications, beginning on January 1, 2018 and ending on December 31, 2018, subject to two (2) separate one (1) year renewals at the option of the Owner.

Second: The Owner, pursuant to the Specifications, will pay the Contractor upon proper performance by the Contractor, in accordance with the Specifications.

Third: The Contractor shall furnish a Performance Bond in accordance with the Specifications with the delivery of the contract. The premium for said Performance Bond shall be paid by the Contractor. The Contractor shall, in accordance with the Specifications, furnish a Performance Bond for each year of the Contract, no later than one hundred twenty days (120) days prior to the expiration of the current Bond.

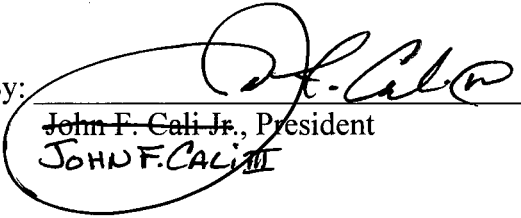
Fourth: Pursuant to *NJS*A 40A:11-15, the Owner's performance under this Contract shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation hereunder.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed by their proper corporate officers and caused their respective proper corporate seals to be hereto affixed, the day and year first above written.

Witnessed:

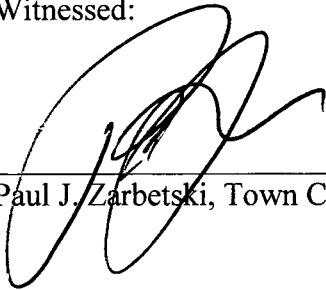
CALI CARTING INC.

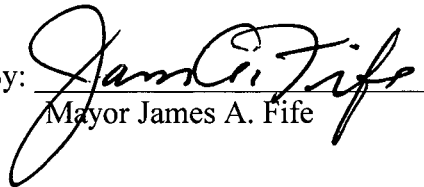

Robert S. Cali

By: 
John F. Cali Jr., President
JOHN F. CALI JR.

Witnessed:

TOWN OF HARRISON


Paul J. Zarbetski, Town Clerk

By: 
Mayor James A. Fife