

CONTRACT

THIS CONTRACT made the 10 day of February, 2016, between the Borough of Norwood, 455 Broadway, Norwood, New Jersey 07648 ("Borough") and Miele Sanitation Company, 60 Railroad Avenue, Closter, New Jersey 07624 ("Contractor").

WHEREAS, the Borough intends to contract for the services described in "Specifications for the Collection and Disposal of Solid Waste, Bulky Waste, Designated Recyclables, and Vegetative Waste in the Borough of Norwood, Bergen County, New Jersey, October 2015" ("Specifications"); and

WHEREAS, the Borough's Mayor and Council, by a resolution duly adopted, declared the Contractor the lowest responsible bidder and awarded the contract to the Contractor.

NOW, THEREFORE, in exchange for the mutual promises and covenants contained herein the parties agree as follows:

1. Services to be Provided. The Contractor will furnish all labor and equipment necessary to properly complete the work as called for in the Specifications for the Borough on the bid options referred to in this contract.

2. Payment.

A. The Borough will pay the Contractor at the annual rates set forth as follows for each year and option year of this contract for the services described in the Specifications:

Option 1. Curbside collection and disposal of Designated Collected Solid Waste two (2) times per week, Bulky Waste once per week, and Designated Collected Recyclables once per week:

First Year	\$540,472
Second Year	\$540,742
Third Year	\$548,472

Fourth Year (option)	\$555,000
Fifth Year (option)	\$555,000

Option 2. Curbside collection and disposal of vegetative waste one time per week between April 1 and October 15:

First Year	\$22,750
Second Year	\$22,750
Third Year	\$23,100
Fourth Year (option)	\$23,100
Fifth Year (option)	\$23,800

B. The Contractor will submit monthly billings to the Borough promptly in accordance with the Prompt Payment Statute, Chapter 96, P.L. 2006, N.J.S.A. 2A:30A-1 et seq. The twenty-ninth calendar day deadline of the default procedure for the Borough to approve and certify payment or to decide to withhold full or partial payment to the Contractor will be deferred until the Mayor and Council's regular public meeting that is scheduled to be held at least 30 calendar days after the date that the Contractor's billing is received by the Borough.

3. Term. The term of this contract will begin on April 1, 2016 and will extend for an initial term of three years. The Borough also has the sole and exclusive option to extend the contract for two one-year extensions thereafter. The Mayor and Council of the Borough may exercise this option, pursuant to the terms of N.J.S.A. 40A:11-15, by providing written notice to the Contractor before the end of the then current year of the contract term.

4. Contractor's Understanding of Contract. The Contractor has read this contract and the Specifications and in all respects fully understands and agrees to be bound by this contract and the terms of and documents contained in the Specifications, as if they were set forth herein at length.

5. Evidence of Payment. No payment will be construed to be an acceptance of defective work or improper materials.

6. Non-Discrimination and Affirmative Action.

A. In accordance with the requirements of N.J.S.A. 10:5-33, N.J.A.C. 17:27-3.3(a), and N.J.A.C. 17:27-3.4(a), the contractor agrees that during the term of this Contract:

i. The Contractor 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 forth provisions of this non-discrimination clause.

ii. The Contractor 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.

iii. The Contractor will send to each labor union or representative of 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 the employees and applicants for employment.

iv. The Contractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

v. The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

vi. The Contractor agrees to inform in writing appropriate recruitment agencies in the area, including 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.

vii. The Contractor 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.

viii. The Contractor 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, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

ix. The Contractor shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

B. In accordance with the requirements of N.J.A.C. 13:6-1.3, the parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

7. Business Registration. As a condition of this contract, the Contractor will provide the Borough with a copy of its business registration certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44. The Contractor shall notify any subcontractors, by written notice, of their obligation to provide a copy of a business registration certificate, and the Contractor shall forward the copy of same to the Borough. The Contractor shall maintain and submit to the Borough a list of any subcontractors and their addresses, which may be updated from time to time during the course of the contract performance. The Contractor shall submit to the Borough a complete and accurate list of subcontractors before final payment under the contract.

8. Collection and Remission of Taxes. The Contractor, and each of its affiliates, shall, during the term of this contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

9. Assignment. The Contractor will not delegate any of its duties under this Contract nor assign any part of this Contract to any party, without the written consent of the Borough. An

impermissible assignment or delegation will include, but not be limited to, the transfer of more than ten percent (10%) interest in the Contractor's equity or a transfer of properties relied upon in the bid.

10. Availability of Funds. This Contract is entered into pursuant to and under the authority of N.J.S.A. 40A:11-15 and is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation hereof, except as otherwise provided by law.

11. Insurance and Bonding.

A. This Contract is conditioned upon the Contractor's agreement to provide the Borough Clerk with an original certificate of insurance naming the Borough as the additional insured and the certificate holder for the insurance types and limits called for by the Specifications and the required performance bond within 10 days of the execution of this Contract. The certificate of insurance and performance bond will be subject to the approval of the Borough.

B. All insurance policies relating to this Contract will provide that the Borough will be notified of any cancellation or change in coverage at least thirty (30) working days before the effective date of any cancellation or change. All insurance policies will provide for reinstatement of full coverage after payment of any claim, and will contain no exclusions for the work about to be performed.

C. If the Contractor provides the Borough with a performance bond that is valid for a term ending during the term of this Contract, or any renewal option year of this Contract, then a continuation certificate executed by the surety or a replacement bond will be provided by the Contractor to the Borough. The form of the continuation certificate and/or replacement bond will comply with the requirements of the Contract and the Specifications, and will be subject to the approval of the Borough Attorney. The Contractor will deliver to the Borough proof of full payment

of the premium for the replacement bond or continuation certificate no later than one hundred twenty (120) days before the expiration date of the current bond. If the Contractor fails to deliver the required proof one hundred twenty (120) days before the termination of the current bond, this will constitute a breach of contract and will entitle the Borough to terminate the contract. Notwithstanding any termination pursuant to this section, the Contractor will remain obligated to fully perform the Contract through the date of termination of the Contract and will be liable for all of the Borough's compensatory damages, which will be assessed against the Contractor, including the costs incurred by the Borough in re-bidding the Contract.

12. Indemnification. The Contractor agrees to indemnify the Borough against all actions, claims, or demands for damages, of any kind whatever, which may be caused by the negligent acts or omissions or improper care or operation of motor vehicles or equipment, or by any other act of the Contractor, its subcontractors, agents, or employees, or which may result from the default, carelessness, or neglect of Contractor, its subcontractors, agents, and employees in the performance of the Contract. The Contractor will refund to the Borough all sums that they may be obliged or adjudged to pay on any claims or demands, within a reasonable time after demand therefor. This right of indemnification includes counsel fees and costs incurred by the Borough in defending, prosecuting, or preparing to defend or prosecute any civil action or other legal proceeding of any kind.

13. Compliance with Labor Statutes and Rules. The Contractor agrees to comply with all the laws of the State of New Jersey regarding labor and compensation and with all labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Contractor will hold the Borough harmless for any claims made by any employee of the Contractor relating to or arising out of any alleged violation of any said statutes, rules, regulations, and ordinances.

14. Default, Termination, and Liquidated Damages.

A. If the circumstances and/or the needs of the Borough significantly change, or this Contract is otherwise deemed no longer to be in the public interest, the Borough may terminate this Contract upon 30 days' notice to the Contractor. This notice will be effective upon mailing to the addresses listed above.

B. The Borough may terminate this Contract upon good cause or any material breach of this Contract by the Contractor, on 10 days' notice to the Contractor. This notice will be effective upon mailing to the address listed above.

C. If the Contractor fails or neglects to complete all collections on the day when collections should be made, the Contractor agrees to pay the Borough Twenty-Five (\$25.00) Dollars as liquidated damages for each and every event of failure or neglect, to be deducted from the next regular payment.

D. The Contractor will pay to the Borough, as liquidated damages, the sum of Fifty (\$50.00) Dollars for each failure to comply with the requirements of these specifications, if the Borough will so elect, and it will be deemed to be a breach of the contract, if the Contractor will permit any of its drivers or other employees to collect or remove Designated Collected Solid Waste and/or Designated Collected Recyclable Material in any way other than any provided herein, or according to any rules hereafter adopted by the Mayor and Council or permit the deposit of any such matter upon property within the limits of the Borough, otherwise than as herein specified.

E. If the Contractor fails to perform the work in accordance with the Specifications, or if it performs the work in an unsatisfactory manner after notice from the Borough or their duly authorized representative has been given, then the Mayor and Council of the Borough may declare the Contractor in default of this contract and may proceed either to perform the work

required under the contract at its own expense, or to contract for the work with another contractor. In such event, the Borough may deduct from the contract price the pro rata payments otherwise due to the Contractor to which the Contractor would have otherwise been entitled for the faithful performance of this contract. In addition, the Contractor will remain responsible for any and all costs incurred by the Borough in having the work that the Contractor failed to do, done, and the same will be recoverable from the surety according to the terms of the bond.

F. The Contractor further agrees that upon a default in the performance of the work required hereunder, it will reimburse the Borough for all costs, expenses, and damages that the Borough may incur in completing the work in accordance with the contract, including the Borough's attorney fees and costs.

G. If Contractor is declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of any State or Federal Laws, this adjudication will not terminate the liability of the Contractor under this contract insofar as the liability of the surety company under its bond is concerned. The Contractor's surety company will continue to be liable to the Borough under the bond furnished as though the Contractor had not been so adjudicated insolvent or bankrupt; and any adjudication of insolvency or bankruptcy may be construed by the Borough as a default by the Contractor, to the extent permitted by law.

15. Other Documents. The terms of the Specifications, Notice to Bidders, Bid Proposal Form, Non-Collusion Affidavit, Bidder's Questionnaire, Stockholder's Disclosure Statement, and all other related documents are incorporated herein as if set forth at length. If there is any conflict or inconsistency between the terms of any of those documents and this Contract, the terms of this Contract will govern.

16. Modification, Waiver, and Construction.

A. This Contract will not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

B. The failure of either party to require the performance of any term or obligation of this Contract, or the waiver by either party of any breach of this Contract, will not prevent a subsequent enforcement of the term or obligation or be deemed a waiver of any subsequent breach.

C. This Contract will be construed in accordance with the laws of the State of New Jersey.

D. Any cause of action, claim, suit, or civil action of any kind filed by either the Contractor or the Borough, arising out of or relating to the terms of this Contract or the relationship of the parties will be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. Both parties irrevocably admit themselves to the jurisdiction of that Court.

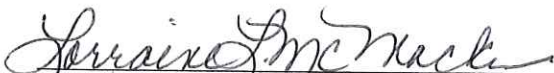
17. Notices. All notices that are required or that may be sent under this Contract will be sent by certified or registered mail, Federal Express or similar commercial delivery service, or by personal delivery to the parties at the addresses indicated on Page 1 hereof. If either party to this Contract changes its mailing address, it will notify the other party of the new address, within seven days of the effective date of the new address. If a party fails to so notify the other of a new address as set forth herein, then notification at the address set forth on Page 1 will be deemed effective and actual notice. All notices are effective as of the date of sending.

18. Independent Contractor. The services to be rendered by the Contractor and all of its employees and agents pursuant to the terms and conditions hereof will be rendered as an independent contractor and not as an employee of the Borough.

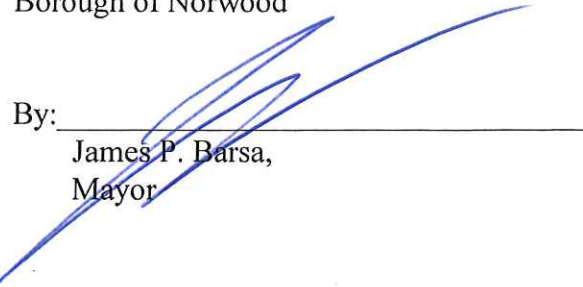
19. Authority to Execute. Each individual executing this Contract represents that he or she is empowered, authorized, and directed to execute this Contract on behalf of the entity listed below.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

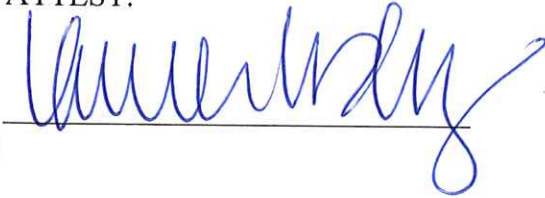
ATTEST:


Lorraine L. McMackin,
Borough Clerk

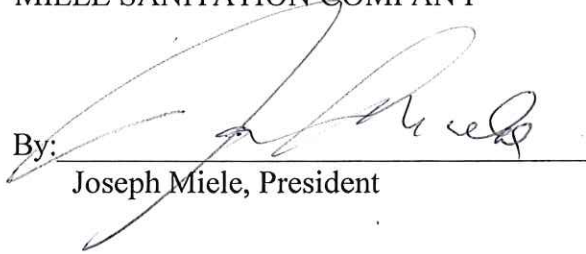
Borough of Norwood

By: 
James P. Barsa,
Mayor

ATTEST:



MIELE SANITATION COMPANY

By: 
Joseph Miele, President

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BOROUGH OF NORWOOD

Resolution # 2020-66

Resolution Authorizing Option to Extend Contract for the Collection and Disposal of Solid Waste, Bulky Waste, Designated Recyclables, and Vegetative Waste in the Borough of Norwood

WHEREAS, on or about February 10, 2016 the Borough of Norwood ("Norwood") entered into a contract with Miele Sanitation Company ("Miele") for the collection and disposal of solid waste, bulky waste, designated recyclables, and vegetative waste in Norwood ("the Contract"); and

WHEREAS, on or about June 6, 2018, Norwood, Miele, and Interstate Waste Services of New Jersey, Inc. ("Interstate"), agreed to the assignment of the Contract to Interstate on the terms and conditions set forth in the Contract; and

WHEREAS, the initial three-year contract term began on April 1, 2016, and Norwood has the options to renew the Contract for a fourth year and for a fifth year; and

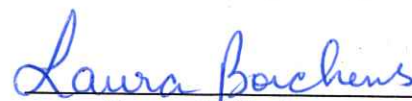
WHEREAS, the Mayor and Council finds that the public interest will be advanced by the exercise of Norwood's second option to extend the contract for the second renewal term extending from April 1, 2020 to March 31, 2021.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Norwood that: (1) Norwood exercises its first option under paragraph 3 of the Contract, extending the Contract's term for a fifth year, from April 1, 2020 to March 31, 2021; and (2) the Borough Clerk is authorized and directed to send a copy of this resolution to Interstate providing the written notice of Norwood's exercise of this option as authorized by the Contract.

Council Members	Motion	Second	Ayes	Nays	Abstain	Absent
Haberman			x			
Ascolese			x			
Brizzolara	x		x			
Foshino			x			
Rooney		x	x			
Scott						

CERTIFICATION

I, Laura Borchers, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on March 11, 2020.


Borough Clerk