

TOWNSHIP OF ANDOVER, COUNTY OF SUSSEX, STATE OF NEW JERSEY

CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES

THIS AGREEMENT, made this day of November, 2015 between the Township of Andover, a Municipal Corporation of the State of New Jersey, 134 Newton-Sparta Road., Newton, New Jersey 07860, hereinafter referred to as the "Township"; and Blue Diamond Disposal, PO BOX 267, Succasunna, New Jersey 07878, hereinafter referred to as the "Contractor".

WITNESSETH, that in consideration of the promises and agreements set forth herein, the parties hereto promise, agree and contract to and with each other as follows:

1. The Contractor will provide the Township with solid waste and recycling pickup for all residences (including the Rolling Hills Condominium Complex and the Ascot Apartment Complex), for all businesses, for all schools and for all municipal locations within the Township of Andover as set forth in the Bid Specifications as outlined under Option Five (5).
2. Performance and compliance of the contract will be for such amounts, from and to such places as are set forth in the Notice to Bidders and the Specifications as promulgated by the Township. The contract will be recognized and enforced for the period of five (5) years covering January 1, 2016 to December 31, 2020, inclusive for the total price, as set forth in said Bid Proposal and the attached Resolution, #R2015-133.
3. Contractor shall comply with all the terms and conditions of the Specifications, Notice to Bidder, the Bid Proposal submitted by the contractor, N.J.A.C.7:26H6.1 et seq. and all other state and federal statutes and regulations, which may be applicable to the proper performance of this contract and made a part hereof by reference as though fully set forth herein. If there are any inconsistencies or ambiguities between this contract and the Specifications, the stricter provision or interpretation which benefits the Township shall apply.
4. The Contractor agrees that there will be no deviation from the quality or standards of the service required to be furnished or in the conditions as set forth in the Specifications concerning the same or the delivery thereof, except as may be set forth herein.
5. The Contractor shall furnish to the Township, Quarterly and Year End Recycling Reports. Should the Township request reports more frequently, Contractor agrees that it will furnish same upon request.
6. There shall be no additional payments made to the Contractor other than as expressly provided for in the Specifications and as set forth in Resolution #R2015-133 accepting Contractors Bid Proposal, unless

additional payments are agreed to and set forth in a writing signed by the Township or its duly authorized officers, agents, or representatives.

7. This contract shall be renegotiated to reflect any increases or decreases in solid waste disposal cost whenever:

1. The increase or decrease results from compliance with an Order issued by the New Jersey Department of Environmental Protection directing the solid waste collected pursuant to this contract to be disposed at a facility other than the designated disposal facility set forth herein: or

2. The increase or decrease occurs as a result of lawful increases in the rates, fees or charges imposed on the disposal of solid waste at the disposal facility designated herein. In the event of such increase or decrease the parties shall attempt to renegotiate this contract within fifteen (15) days of written notice of the contemplated increase or decrease being received by either party. In the event that the contract cannot be mutually renegotiated, either party shall have the right to terminate this contract upon giving written notice of termination sent which termination shall take effect not less than seventy-five (75) days following receipt of Notice of Termination by the other party.

8. For the purpose of this contract, **"Disposal Facility"** means those sites designated in the Sussex County Solid Waste Management Plan or which may be approved by other governmental agencies or which may otherwise be deemed to be legally approved to receive waste from the Township of Andover. Due to imminent changes in waste flow regulations, various facilities may become eligible to serve as an authorized Disposal Facility for the Township of Andover. For the purpose of this contract, any facility that is authorized to accept solid waste Class #10 from the Township of Andover by the Sussex County Solid Waste Management Plan or which may be deemed legally able to accept solid waste Class #10 from the Township of Andover during the term of the contract will be accepted.

9. In the event the Contractor shall not furnish the services required under this Agreement or shall fail to deliver the same in the manner or at the times required, the Township shall be entitled to purchase such services as may be required in place of those the Contractor fails to furnish for the best price the Township can obtain at that time without public bidding as provided under N.J.S.A.40:11-6. Any increase in the cost to the Township above the price herein agreed to be paid shall be charged to and shall become the obligation of the Contractor, if any, such excess costs resulting from Contractor's nonperformance.

10. The Contractor shall be liable for payment of all charges for delivery of the service to be furnished under the Agreement to the places specified in the Specifications.

11. The Contractor shall indemnify and save harmless the Township, its officers, agents and/or employees, against and from all suits, demands, claims, damages, or costs of suit to which the Township, or its

aforesaid officers, agents and/or employees may be put by reason of injury or damage to the person or property of others resulting from the service furnished by the Contractor hereunder, or from any carelessness or negligence of the Contractor or his agents or subcontractors in either furnishing or delivering the said services and as a result of which the Township, or its officers, agents and/or employees may be sued or may otherwise be involved. The Contractor further agrees to furnish appropriate Certificates of Insurance acceptable to the Township covering this provision and in accordance with the Specifications upon execution of this contract.

12. The Township agrees to pay to the Contractor for the actual quantity of services delivered at the price bid and at the times as specified in paragraph 5.12 of the Specifications after submission of itemized vouchers as specified in paragraph 5.12 of the Specifications by the Contractor on approval Township Voucher forms duly sworn to. Payment shall be made at such times as shall conform to the standard practice of the Township for payment for service rendered and as specified in paragraph 5.12 of the Specifications.

13. Acceptance by the Contractor of the final payment constituting payment in full of the agreed price by the Township under the terms of this contract shall be considered as a release in full for all claims against the Township growing out of the services rendered, whether or not a formal release for the same is executed and delivered.

14. Any work or service to be performed under this contract shall be subject to periodic inspections by the Township, or its authorized representatives, and such service which, in the opinion of the Township, does not conform to the requirements of the Specifications of this contract, shall not be deemed accepted and approved as complying with the performance of this contract. The Township's opinion rendered under this provision shall be final and conclusive upon Contractor.

15. The Contractor shall, furnish within ten (10) days of the execution of this contract, a performance bond for services from January 1, 2016 through December 31, 2020, satisfactory to the Township. Said bonds shall be conditioned upon the proper performance and fulfillment of this contract by the Contractor, including payment by the Contractor of all indebtedness which may accrue to any other party on account of the services to be furnished and delivered by the Contractor. Said bond shall be deposited with and held by the Township.

16. The Contractor agrees that no one employed by it shall, while engaged in the performance of this contract, work more than eight hours in any one day except under the conditions allowed under the provisions of applicable Federal and State Law, or other lawful regulation applying thereto, and all employees performing work or services on behalf of the Contractor under this contract shall not be paid less than the prevailing rate of wages for work of a similar nature as required under the Laws of the State of New Jersey or

the United States of America.

17. During the performance of this contract, the contractor agrees it will not discriminate against any employee or applicant for employment because of age, race, color, national origin, ancestry, marital status, sex, 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, sex, affectional or sexual orientation. Such actions shall include, but are not 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 the provisions of this nondiscrimination clause.

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, sex, affectional or sexual orientation.

The contractor 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 agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals 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.

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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

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).

18. This contract shall be binding upon the Township and the Contractor its successors and assigns. The contractor shall file two copies of the executed contract with the Bureau of Solid Waste Regulation, Division of Solid and Hazardous Waste in accordance with the requirements of N.J.A.C. 7:26H-5.7 (b) 3.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Administrator, attested by its Clerk, and its Corporate Seal to be hereunto affixed, pursuant to Resolution #R2015-133 of the Township passed for that purpose, and the said Contractor has set its hand and seal, or caused these presents to be signed by its President and its Corporate Seal to be hereunto affixed attested by its Secretary the day and year first above written.

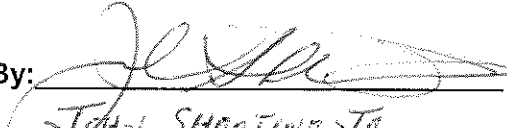
ATTEST:

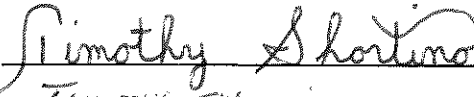

Diana Francisco, R.M.C.
Deputy Clerk

TOWNSHIP OF ANDOVER


By: _____
Michael Lenak, Mayor

BLUE DIAMOND DISPOSAL OF
NEW JERSEY, INC.


By: _____
JOHN SHORTINO JR.
PRESIDENT


TIMOTHY SHORTINO
VICE PRESIDENT