

TOWN OF BOONTON

**CONTRACT FOR THE SUPPLYING OF GARBAGE COLLECTION AND
HAULING SERVICES**

THIS CONTRACT made this 31 day of December, 2018, between the

TOWN OF BOONTON, a municipal corporation of the State of New Jersey,
with offices at Town Hall, 100 Washington Street, Boonton, New Jersey 07006

(hereinafter "Owner")

And

GAETA RECYCLING, with offices at 278-282 West Railway Avenue, Paterson,
New Jersey 07503

(hereinafter "Contractor")

WITNESSETH:

In consideration of the agreement herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The contractor will commence the provision of garbage collection and hauling services in accordance with its Bid Proposal received on November 28, 2018 for a term of five (5) years, as awarded by Resolution 2018-327 of the Mayor and the Board of Aldermen of the Town of Boonton, attached hereto, and subject to the annual cancellation clause set forth in paragraph 2 below.
2. At the end of any calendar year, the Mayor and Board of Aldermen of the Town of Boonton may cancel the Contract by providing written notice to the Contractor. In such case the Town of Boonton will have no further liabilities or obligations, except to compensate the Contractor for contracted services performed through the date of the cancellation.
3. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the furnishing of the services described herein. The Contractor will furnish the services in an expeditious, substantial

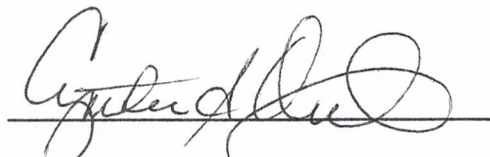
and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

4. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms and conditions therein for the price submitted by him in his Bid Proposal and as adopted by the Governing Body, the Owner herein. Said price shall be full compensation for the furnish of the services and for all losses and damages arising out of the nature of the work from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequences of the work.
5. The term "Contract Documents" means and will consist of the Notice to Bidders, Instructions to Bidders, Proposal, Bid Bond, Form of Contract, General Requirements and Performance Bond, Notice of Award, Plans and Specifications, General Requirements and any Addenda. The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto and by execution of this Contract the Contractor acknowledges that he has examined and is familiar with the contents of the said Contract Documents.
6. The Owner will make payments to the Contractor in the manner and at such times that are set forth in the Contract Documents and is such amounts as required by the Contract Documents.
7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. The Contractor herein represents that neither the Contractor nor any person owning five percent (5%) or more of the stock or equity interest in the Contractor's business has been convicted of offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C: 27-7 or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.
9. The Contractor and the Town hereby incorporate into this contract the mandatory affirmative action provisions set forth in Exhibit "A" attached hereto. A copy of Certificate of Employee (Affirmative Action) Information Report is attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed

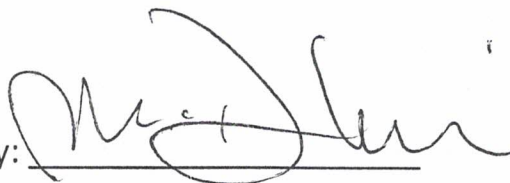
hereto the day and year as indicated in the acknowledgements attached here to and made a part hereof.

ATTEST:

A handwritten signature in cursive script, appearing to read 'Cynthia A. Oravits', written over a horizontal line.

Cynthia A. Oravits, Town Clerk

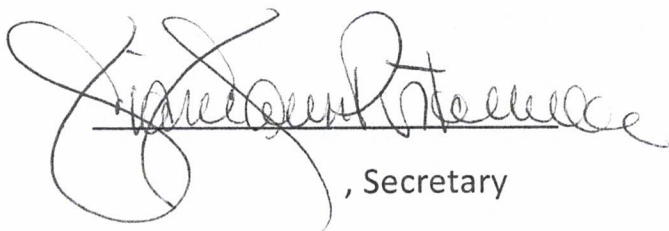
TOWN OF BOONTON

By: 

A handwritten signature in cursive script, appearing to read 'Matthew DiLauri', written over a horizontal line.

Matthew DiLauri, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read 'Michael Portannese', written over a horizontal line.

, Secretary

GAETA RECYCLING

By: 

A handwritten signature in cursive script, appearing to read 'Michael Portannese', written over a horizontal line.

Michael Portannese, President



T: 973-402-9410

F: 973-316-8498

100 Washington Street

Boonton, NJ 07005

RESOLUTION # 2018-327

RESOLUTION AUTHORIZING THE AWARD OF A FIVE-YEAR CONTRACT TO GAETA RECYCLING, INC. OF PATERSON, NEW JERSEY FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE TO AN APPROVED DISPOSAL FACILITY

WHEREAS, the Town of Boonton ("Town") solicited bids, which were opened on November 28, 2018, for a five-year contract for the collection and transportation of solid waste to an approved disposal facility; and

WHEREAS, the Town received one (1) bid for the contract, which was from Gaeta Recycling, Inc. and included the following option:

OPTION 3: 4 DAYS PER WEEK/2 CANS/YEARLY

Year 1 \$235,000

Year 2 \$240,000

Year 3 \$245,000

Year 4 \$250,000

Year 5 \$255,000

; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that competitive bidding contracts be awarded to the lowest responsible bidder; and

WHEREAS, the Town Attorney has reviewed the bid and found it to be substantially in proper form and in compliance with the Local Public Contracts Law, and has deemed it therefore responsive; and

WHEREAS, the Finance Committee has duly reviewed and analyzed the bid and recommends Option 3 as the most beneficial to the Town; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Alderman of the Town of Boonton, County of Morris, State of New Jersey, as follows:

The Mayor and Board of Aldermen hereby award a contract to the lowest responsible bidder, Gaeta Recycling, Inc. of Paterson, New Jersey, for the collection and transportation of solid waste to an approved disposal facility, at a rate not to exceed \$235,000 for Year 1, \$240,000 for Year 2, \$245,000 for Year 3, \$250,000 for Year 4, and \$255,000 for Year 5.

The Mayor and Town Clerk are hereby authorized and directed to execute said contract.

This Resolution and contract shall be available for public inspection in the office of the Town Clerk.
This Resolution shall take effect immediately.

I, Elizabeth Bonsiewicz, Deputy Municipal Clerk of the Town of Boonton, NJ, hereby certify that the foregoing resolution to be a true and correct copy adopted by the Mayor and Board of Aldermen at a regular meeting of said governing body held on December 17, 2018.

Elizabeth Bonsiewicz
Elizabeth Bonsiewicz, Deputy Town Clerk

*Small Town,
Big Heart*