

THIS CONTRACT, made this 6th day of November, in the year Two Thousand Seventeen, by and between the Borough of Butler, a body politic and corporate of the State of New Jersey, and hereinafter called the Owner, party of the first part, and

Suburban Disposal Inc.
54 Montesano Road
Fairfield, NJ 07004

hereinafter called the Contractor, party of the second part.

WITNESSETH, that in consideration of the agreements 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 agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services to be provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or 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 consequence of, the work.
2. The Contractor will commence the services to be provided on the date stipulated and shall provide said services shall be provided in a continuous manner for the contract period.
3. The Contractor will furnish all of the equipment, fuel, labor and all else necessary to provide the services described herein. The Contractor shall provide said services in an expeditious, continuous, and substantial manner, to the satisfaction of the Borough.
4. The Contractor agrees to provide all of the service described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or 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 consequence of, the work.
5. The term "Contract Documents" means and will consist of, the Form of Advertisement; Instruction to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Special Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Drawings and/or Plans; Specifications; General Requirements; and Addenda.
6. The Contract Documents enumerated above are hereby made party 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.

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the Contract Documents, in such amounts as required by the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6, or 2A:97-2 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.89008.

10. By execution of this Contract, the Contractor acknowledges that he has examined, and is familiar with, the site of the proposed work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

Attest:

Mary Okeup

Attest:

CR

BOROUGH OF BUTLER

By:

[Signature]

SUBURBAN DISPOSAL INC
(Name of Contractor)

By:

[Signature] PRESIDENT

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

ATTACHMENT #1

Procurement and Service Contract--Mandatory Language

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, 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 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 nondiscrimination clause;

The contractor or subcontractor, where applicable 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 or subcontractor, 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 or subcontractor, where applicable, 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 or subcontractor 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 or subcontractor 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 or subcontractor 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 or subcontractor 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, sex, affectional or sexual orientation, 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.

The contractor and its subcontractors 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).

**ATTACHMENT #2
Borough of Butler
MUNICIPAL DATA**

RESIDENTIAL SOURCES:

Residential Homes: 2430
Condominium Complexes: 6
 Rocky Hill
 Cambridge Heights
 Argonne Woods
 Riverplace
 Ledgewood Village (Regular residential pickup)
 The Woodlands (Regular residential pickup)
Apartment Complexes: 2
 Butler Ridge
 Butler Arms

Containers: Please see section 5.5D of the specification for apartment complexes and condominiums. All residential locations are allowed two 35 gallon cans per pickup day as well as bulk pickup once per week. Unless specified differently in Section 5.5D, Condominium complexes are picked up curbside the same as residential residences.

COMMERCIAL SOURCES:

Total: Approximately 55
Businesses (Main Street): Curbside pickup per the regular residential specifications

Containers: Same as residential specifications

INSTITUTIONAL SOURCES:

Schools:
 Aaron Decker School
 Richard Butler School
 Butler High School
Total: 3

Containers: Please see section 5.5D of the specification for location and sizes of containers to be supplied

MUNICIPAL SOURCES:

Municipal buildings: 7
 Municipal Building
 Public Works Building
 Public Safety Building
 Carey Ave. Firehouse
 Bartholdi Ave. Firehouse (picked up the same as residential specifications. No dumpster)
 Stonybrook Lake
 Recreation Center

Litter baskets on Main Street: 8

Containers: Please see section 5.5D of the specification for location and sizes of containers to be supplied

POPULATION: Approximately 7590 residents with very little opportunity for population growth

AREA: 1.8 square miles

TOTAL ROAD MILES: 13 miles

STATE: 1 mile

COUNTY: 1.5 miles

LOCAL: 10.5 miles

TONNAGE REPORT:

Solid Waste:

2016: 3147.33 tons
2015: 3125.44 tons
2014: 3188.32 tons
2013: 3223.56 tons
2012: 3219.35 tons

Recyclable Materials: (If included in the bid proposal)

Listed below are the recycling numbers reported as picked up under the terms of this contract.

2016: 461.78 tons
2015: 360.24 tons
2014: 761.99 tons
2013: 1024.62 tons

In addition, approximately 1500 tons of yard waste is collected each year.

NOTE: The information contained in this municipal data sheet may be based on estimates and/or information provided by sources outside of the Borough and as such the Borough makes no representations as to the truth or accuracy of the information. All bidders must undertake their own inspection of the areas to be serviced under this contract and shall not use the information in this data sheet as a substitute for the required inspection.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

)
) SS: Solid Waste Collection
Project Name

I, John Reville (name of affiant), am the President
(identify relationship to bidder, owner, partner, president or other corporate officer) of the
Suburban Recycling (name of bidder) and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Mayor and Council of the Borough of Butler rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the in the Borough of Butler, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Butler is not feasible, that the Borough of Butler will not be responsible for disposal costs for waste generated outside the Borough of Butler.

I also understand and agree that failure to comply with the representations container herein shall be cause for breach of contract and will entitle the Borough of Butler to damages arising therefrom.

John Reville
Name of Firm or Individual

President
Title

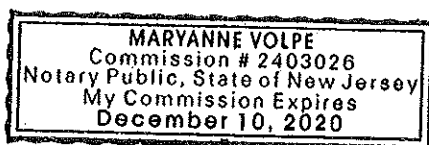
[Signature]
Signature

10/23/2020
Date

Subscribed and sworn to before me this
23rd day of October, 2020

[Signature]
Notary Public of

My commission expires 12/10/2020.



7.4. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

)
) SS: Slip Waste Collection (Project Name)

I, John Regille (name of affiant), of the City of SOLOMUS in the State [Commonwealth] of NEW JERSEY being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of Suburban Disposal Inc (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of PRESIDENT (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

John Regille
Name of Firm or Individual

PRESIDENT
Title

Signature

Date

Subscribed and sworn to before me this
23rd day of October, 2020

Maryanne Volpe
Notary Public of

My Commission expires 12/10/2020.

