

**AMENDED CONTRACT BETWEEN THE TOWNSHIP OF GLOUCESTER AND
CENTRAL JERSEY WASTE AND RECYCLING, INC. FOR SOLID WASTE
MATERIAL COLLECTION**

THIS AGREEMENT, made this _____ day of _____, 2021, shall be between **CENTRAL JERSEY WASTE AND RECYCLING, INC.** [hereinafter "CENTRAL JERSEY WASTE" or "Contractor"], having its principal place of business located at 432 Stokes Road, Ewing, NJ 08638, and the **TOWNSHIP OF GLOUCESTER** [hereinafter the "TOWNSHIP"], a municipal corporation, whose principal place of business is 1261 Chews Landing Road, P.O. Box 8, Blackwood, NJ 08012.

RECITALS

WHEREAS, the TOWNSHIP OF GLOUCESTER is in need of refuse collection and disposal services; and

WHEREAS, the TOWNSHIP OF GLOUCESTER, as the Lead Agency for the Boroughs of Pine Hill and Clementon, solicited bids for various options to allow for a combined effort in securing solid waste and/or recyclable materials collection services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-1, et seq., bids were received and opened on November 4, 2020 for the solid waste and recyclable material collection services for Pine Hill and Clementon and collection services for solid waste only for the Township of Gloucester; and

WHEREAS, the bids have been evaluated by the Public Works Department and the Business Administrator, and the recommendation is made as hereinafter provided to award the following bid options to CENTRAL JERSEY WASTE as the lowest responsible bidder to comply with the bid specifications; and

WHEREAS, Bid Option #4 provided for a four-year and eleven-month total bid value of \$12,986,488.00 for the collection of solid waste for the Township; and

WHEREAS, "add" option #1 provided for a four-year and eleven-month total value of \$7,987,500.00 for the disposal of all collected solid waste; and

WHEREAS, this add option has an opt-out clause after January 1, 2023 allowing the Township to terminate the solid waste disposal service if the county cooperative group secures a decreased price for this service; and

WHEREAS, The Township of Gloucester's total obligation of the bid for solid waste material collection and disposal service is \$20,973,988.00; and

WHEREAS, individual members, Pine Hill and Clementon Boroughs are required to contract for the services to be provided to that member; and

WHEREAS, by Resolution No. R-20:12-290, CENTRAL JERSEY WASTE was awarded the contract for the previously referenced options; and

WHEREAS, it is the desire of the TOWNSHIP and CENTRAL JERSEY WASTE to enter into this Agreement.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the prices stated in CENTRAL JERSEY WASTE's Bid Proposal, which is hereby incorporated herein by reference, CENTRAL JERSEY WASTE agrees to supply the TOWNSHIP refuse collection and disposal services in accordance with the Notice to Bidders, Bid Specifications, Bid Proposal and any Addenda, and the terms of this Agreement as follows:

1. TERM. The term of this contract shall commence on February 1, 2021 and shall run for a period of four (4) years and eleven (11) months, ending on December 31, 2025.
2. SCOPE OF WORK. CENTRAL JERSEY WASTE agrees to provide Solid Waste curbside collection for all residential units, single family, twin homes, duplexes, townhouses and condominium units as listed in the Notice to Bidders and Specifications for the TOWNSHIP, which are attached and fully incorporated herein. The NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, and BID SPECIFICATIONS are attached hereto and made a part hereof. Curbside collection will be once a week for all services.

CENTRAL JERSEY WASTE will provide solid waste for all container collection services. Container service will be a minimum of once a week or more as noted in the Specifications. Containers will be serviced by a dedicated truck and cannot be mixed with any other solid waste. The Township will be responsible for all costs of disposal.

The bulk waste will be collected once a week for all curbside and container service.

Container service for Gloucester Township multi-family, condos, municipal facilities, and sports complexes shall be for collection and transportation only. Containers shall be serviced by a dedicated truck and cannot be mixed with any other solid waste. The TOWNSHIP will be responsible for all cost for disposal.

Only front load container service shall be used for the collection of solid waste. At no time shall locations specified by the municipality for front load container service be collected by rear load type trucks with other residential solid waste. The TOWNSHIP reserves the right to increase or decrease the number and location of the sites, number of containers at each site, and the frequency of collection to meet its needs. For container service that is provided more than once a week, the service schedule shall be such that collection days are sufficiently spaced to provide timely collection of all materials.

3. PAYMENT. The TOWNSHIP agrees to make payments in accordance with the terms of CENTRAL JERSEY WASTE's proposal. CENTRAL JERSEY WASTE shall be paid by the TOWNSHIP for services rendered under this Agreement in the amount as documented in the chart below:

OPTION 4:

	Solid Waste Collection Curbside Service	Solid Waste Collection Container Service	Total
Year 1	\$1,881,000	\$329,450	\$2,210,450
Year 2	\$2,103,240	\$369,463	\$2,472,703
Year 3	\$2,155,915	\$379,808	\$2,535,723
Year 4	\$2,210,065	\$390,442	\$2,600,507
Year 5	\$2,765,730	\$401,375	\$3,167,105
Total	\$11,115,950	\$1,870,538	\$12,986,488

GRAND TOTAL: \$12,986,488.00

The TOWNSHIP shall pay CENTRAL JERSEY WASTE equal monthly payments for the services provided for each annual contracted year.

ADD OPTION #1:

Contractor to Own and Dispose of Solid Waste Materials

Year 1	Approx. 22,500 tons @ 67.00 per ton	\$1,507,500
Year 2	Approx. 22,500 tons @ 68.50 per ton	\$1,541,250
Year 3	Approx. 22,500 tons @ 70.50 per ton	\$1,586,250
Year 4	Approx. 22,500 tons @ 73.00 per ton	\$1,642,500
Year 5	Approx. 22,500 tons @ 76.00 per ton	\$1,710,000
Approximate Total		\$7,987,500.00

The TOWNSHIP reserves the right to eliminate the solid waste disposal services following Year 2 (January 1, 2023) and redirect disposal to any facility within 25 miles, in state, of the border of the municipality. If service is eliminated, notice will take place a minimum of 90 days prior to the yearly anniversary of the Agreement. The right is limited to: 1) the TOWNSHIP securing pricing that is a reduction of costs over the contracted value provided in the above consideration or 2) the County securing a solid waste disposal agreement that represents a more favorable opportunity, for one, or all municipalities within the County. This opportunity could be in the form of a lesser than, or equal to, per the ton tip fee, or

electrical generation technology that provides value in the form of sustainable kilowatt pricing, to any one, or all, municipalities within Camden County.

The tonnage above is estimated. CENTRAL JERSEY WASTE will be paid for the actual tonnage of waste which is to be disposed. See Section 5.14 "Invoice and Payment Procedure."

Under no circumstances shall the TOWNSHIP as the Lead Agency be responsible or liable for any purchases on behalf of any other participating municipal members.

4. SUBCONTRACTING. CENTRAL JERSEY WASTE shall not subcontract any portion of work to be performed by CENTRAL JERSEY WASTE unless specifically approved, in writing, by the TOWNSHIP. CENTRAL JERSEY WASTE shall be responsible for the performance and work of any such contractors.
5. INSURANCE COVERAGE. CENTRAL JERSEY WASTE shall take out and maintain in full force and effect at all times during the life of this Agreement insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17.
 - A. Under N.J.A.C. 7:26H-6.17, CENTRAL JERSEY WASTE shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers' compensation insurance with limits of not less than the following:
 1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability;
 2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000 each person and property damage liability limits of \$3,000,000 each occurrence; and
 3. For comprehensive automobile liability insurance coverage. Bodily injury liability limits of \$500,000 each person and \$1,000,000 each occurrence, and property damage liability limits of \$1,000,000 each occurrence.
 - B. The insurance certificate shall list the TOWNSHIP as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.

C. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice to the contract administrator. All insurance required pursuant to (A) above shall remain in full force and effect until the final contract payment.

D. Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

E. Certificates of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

F. Upon notification by the TOWNSHIP, CENTRAL JERSEY WASTE shall supply the Contract Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

6. INDEMNIFICATION. CENTRAL JERSEY WASTE shall indemnify and hold harmless the TOWNSHIP from and against all claims, damages, losses, and expenses, including all reasonable expenses incurred by the individual participating members on any of the aforesaid claims that may result or arise directly or indirectly from or by reason of the performance of the contract or from any act or omission by CENTRAL JERSEY WASTE, its agents, servants, or employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

7. PERFORMANCE BOND. CENTRAL JERSEY WASTE shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. CENTRAL JERSEY WASTE shall provide said performance bond to the TOWNSHIP. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2 of the Specifications. The performance bond for each succeeding year shall be delivered to the TOWNSHIP with proof of full payment of the premium one-hundred twenty (120) days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the TOWNSHIP to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, CENTRAL JERSEY WASTE is obligated to fully perform

through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the TOWNSHIP in re-bidding the contract.

8. LIQUIDATED DAMAGES. CENTRAL JERSEY WASTE agrees that liquidated damages will be assessed in all cases where the TOWNSHIP shall elect to take such liquidated damages for actual costs, but not less than the following:

A. \$2,000.00 per route or any portion thereof for each day that CENTRAL JERSEY WASTE fails to collect the refuse or recyclable material except where due to an Act of God. "Route" shall be defined to mean the path which each truck follows to collect refuse in any given day. Each truck responsible for the collection of refuse shall be deemed to comprise its own route.

B. For failure to clean up immediately, spillage from CENTRAL JERSEY WASTE's vehicles or resulting from the collection or carting of refuse: \$100.00 for each such violation.

C. For failure to answer a complaint pertaining to problems concerning collection of solid waste or recycling on the same day the complaint is received: \$100.00 dollars.

D. For failure to provide information as to the number and type of trucks working daily: \$50.00 a day.

E. For failure to place trash and/or recycling containers off the traveled roadway on the grass plot: \$50.00 dollars for each location stop and/or house.

F. \$100.00 for failure to replace or pay for any container or cover within seven (7) days as prescribed.

G. \$200.00 per occurrence for regularly failing to collect a stop.

H. \$100.00 per occurrence for failure of any collection vehicle to be equipped with a broom or shovel as required.

I. \$100.00 for failure of the Supervisor to report and collect complaints as set forth in Section 5.11 of the Specifications.

J. If CENTRAL JERSEY WASTE mixes a load of recyclable material with solid waste, liquidated damages will be assessed in the amount equal to the entire disposal cost of the material in the truck. The cost/ton will be based on the weight of the truck at the disposal facility.

K. \$1,000.00 per occurrence for any employee accepting a gratuity as set forth in Section 5.12 of the Specifications.

L. \$1,000.00 per occurrence for the collection and/or disposal of any unauthorized stop.

A continuing violation of any of the above shall be considered a new violation each day. In the event that continued and repeated violations are not corrected by CENTRAL JERSEY WASTE after due notice by the TOWNSHIP, the TOWNSHIP shall in no way relieve CENTRAL JERSEY WASTE of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

9. TERMINATION. Any violation of the Specifications shall be sufficient cause for the immediate cancellation of the contract by the TOWNSHIP, who may thereupon employ the necessary labor to perform the work or re-advertise or re-let the work, at the expense of CENTRAL JERSEY WASTE and its sureties.

If, through any cause, CENTRAL JERSEY WASTE shall fail to fulfill in a timely and proper manner obligations under this contract or if CENTRAL JERSEY WASTE shall violate any of the requirements of this contract, the TOWNSHIP shall there upon have the right to terminate this contract by giving written notice to CENTRAL JERSEY WASTE of such termination and specifying the effective date of termination. Such termination shall relieve the TOWNSHIP of any obligation for balances to CENTRAL JERSEY WASTE of any sum or sums set forth in the contract.

Notwithstanding the above, CENTRAL JERSEY WASTE shall not be relieved of liability to the TOWNSHIP for damages sustained by the TOWNSHIP by virtue of any breach of the contract by the contractor and the TOWNSHIP may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the TOWNSHIP from CENTRAL JERSEY WASTE is determined.

CENTRAL JERSEY WASTE agrees to indemnify and hold the TOWNSHIP harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the TOWNSHIP under this provision.

In case of default by CENTRAL JERSEY WASTE, the TOWNSHIP may procure the articles or services from other sources and hold CENTRAL JERSEY WASTE responsible for any excess cost occasioned thereby.

Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the TOWNSHIP reserves the right to cancel this contract upon (30) days written notice.

10. AGREEMENTS. The contract documents shall consist of the following:

1. This Agreement
2. Notice to Bidders
3. Specifications
4. All addenda
5. Bid proposal (as accepted)

This contract, including any attachment to it, the Bid Proposal and any other documents therein included by reference sets forth the entire understanding and agreement between TOWNSHIP and CENTRAL JERSEY WASTE. This Agreement contains the entire agreement of the parties with respect to the Scope of Work and shall become effective as soon as it is signed by all parties. It supersedes any previous communications or understandings, whether oral or written, with respect to these subjects. CENTRAL JERSEY WASTE and TOWNSHIP represent and acknowledge that no promises or agreements, except those set forth herein, have been made or relied upon, and further represent and acknowledge that in deciding to enter into this contract, neither party is relying on facts, legal conclusions or representations any other party has made or omitted regarding any matter except as contained herein.

11. LAW. This contract is made under and shall be governed by the laws of the State of New Jersey.
12. NOTICES. Any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage prepaid envelope to the following addresses:

CENTRAL JERSEY WASTE:

CENTRAL JERSEY WASTE
& RECYCLING, INC.
432 Stokes Road
Ewing, NJ 08638

TOWNSHIP:

Township of Gloucester
Office of the Business Administrator
1261 Chews Landing Road
Blackwood, NJ 08012

13. AFFIRMATIVE ACTION. 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, affectional or sexual orientation, gender

identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

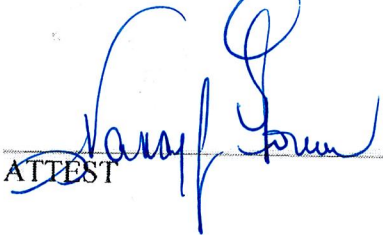
The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

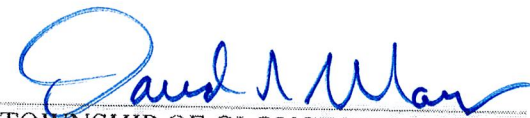
14. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Agreement:

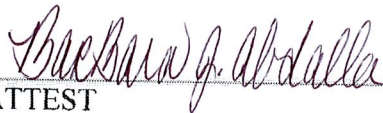
- a. Modifications – This Agreement may not be amended, altered or modified in any manner, except in writing executed by the parties hereto.
- b. Headings – This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.
- c. Invalid Clause – The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.
- d. Entire Agreement – This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

- e. Assignability – This Agreement and all rights, duties and obligations herein may not be assigned by CENTRAL JERSEY WASTE to any professional corporation or other person and/or entity without the written approval of the Township Administrator.
- f. In the event of a conflict between this Agreement (Exhibit A) and the Bid Specifications (Exhibit B) or Submission (Exhibits C&D), this Agreement shall control. In the event of a conflict between the Bid Specifications and the Submission, the Bid Specifications shall control.

IN WITNESS WHEREOF, the parties to this contract have executed this Agreement on the 16th day of February, 2021.

ATTEST 

BY: 
TOWNSHIP OF GLOUCESTER

ATTEST 

BY:  Pres.
CENTRAL JERSEY WASTE & RECYCLING, INC.