

# TOWNSHIP OF MAPLEWOOD



## RESOLUTION NO. 186-15

### **RESOLUTION AMENDING RESOLUTION NO. 151-15**

**WHEREAS**, the Maplewood Township Committee passed Resolution No. 151-15 on August 4, 2015; and

**WHEREAS**, Resolution No. 151-15 awarded a contract to RER Supply, LLC., in the amount of \$113,600.00, for the Hauling and Disposal of Leaves for the 2015; and

**WHEREAS**, the award of contract to RER Supply, LLC should have been for the period of July 1, 2015 to December 31, 2016.

**NOW, THEREFORE**, be it resolved by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. A contract be awarded to RER Supply, LLC., in the amount of \$113,600.00 for the Hauling and Disposal of Leaves for the period of July 1, 2015 to December 31, 2016.
2. The Township Business Administrator and the Township Clerk be and are hereby authorized to execute all documents necessary to implement the intent of this Resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on October 6, 2015.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 6th day of October 2015.

\_\_\_\_\_  
**ELIZABETH J. FRITZEN, R.M.C.**  
**Township Clerk**

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## CONTRACT AGREEMENT HAULING AND DISPOSAL OF LEAVES FOR THE PERIOD OF JULY 1, 2015 TO DECEMBER 31, 2016

**THIS CONTRACT**, made this \_\_\_\_\_ day of September 2015, by and between:

**THE TOWNSHIP OF MAPLEWOOD**, a Municipal Corporation of New Jersey, located at 574 Valley Street, Maplewood, New Jersey, 07040, hereinafter referred to as the "Township", and **RER SUPPLY, LLC**, a corporation of the State of New Jersey, having its principal office at 20 Cotliss Road, Suite 10, Riverdale, New Jersey 07457, hereinafter referred to as the "Contractor."

**WHEREAS**, the Township needs to provide for the Hauling and Disposal of Leaves (the "Work"); and

**WHEREAS**, the Township did advertise for bids for the Work; and

**WHEREAS**, the Contractor was the lowest responsible bidder; and

**WHEREAS**, the Township authorized the awarding of a contract for the Work to the Contractor;

**NOW, THEREFORE, THIS CONTRACT WITNESSETH** that in consideration of the mutual covenants and agreements set forth, it is agreed by and between the parties hereto as follows:

1. The Contractor covenants and agrees with the Township to perform the Work in a proper and workmanlike manner and in strict accordance with all of the plans and specifications outlined at the time for the advertisement of bidders. Attached to and forming part of this Contract are the Bid Specifications issued by the Township at the time of the solicitation of the bids, and all specifications are to be considered as part of this Contract as though the same were herein recited at length.

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2. The Township agrees to pay as compensation to the Contractor the sum of \$113,600, beginning July 31, 2015 to December 31, 2016, in satisfaction of this Contract provided that the work is performed in accordance with all of the specifications and proposals and is accepted by and approved by the Township Director of Public Works. Payments to the Contractor will be made by the Township, consistent with the Township's payment schedule.

3. This contract shall not be assigned or transferred by the Contractor without the written consent of the Township.

4. The Contractor agrees to indemnify and save harmless the Township from any and all liability for damages from injury to person or property and against and from all suits and actions to which the Township may be subjected as a result of the work covered by this Contract or from the performance of this Contract.

5. The Contractor shall not commence the Work until the Contractor has obtained all insurance and surety bond(s) required by the Township, nor shall the Contractor let any subcontractor, if permitted, until all similar insurance required of the Subcontractor has been so obtained. Certificates of insurance shall be filed with the Township and shall be subject to the approval of the Township Attorney for adequacy of protection.

(a) All policies of insurance relating to this Contract shall be written that the Township shall be notified of cancellation, non renewal or material change at least thirty (30) working days prior to the effective date of such material change, cancellation or non renewal. Insurance policies shall provide for reinstatement of full coverage after payment of any claim.

(b) The Contractor shall furnish such insurance as will protect the Contractor from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws for damages because of bodily harm, occupational sickness or disease, or death of his employees; and from claims for personal injury received or sustained by any person or persons; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether

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such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified by the Township.

6. Contractor shall furnish to the Township, prior to initiating the Work, the Performance Bond as required in the Bid Specifications which must be approved by the Township Attorney.

7. To the fullest extent permitted by law, the Contractor shall indemnify, save harmless and defend the Township and its officers, employees and duly authorized representatives from all suits, actions or claims of any character brought because of any injuries or death received or sustained by any person or persons, and because of any damage to property, including the loss of use thereof, on account of the operations of said Contractor or anyone directly or indirectly engaged by the Contractor, or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amount recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other Law Ordinance, Order, or Decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the Township for such purpose may be retained for the use of the Township or in case no money is due, his Surety may be held until such suit or suits, actions or actions, claims or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Township; except that money due to the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by the insurance called for in this contract.

8. The Contractor shall also hold the Township harmless for any and all damage to the Contractor's equipment and waives any rights of subrogation in conjunction with same. The Contractor further assumes complete responsibility for any and all damage to, or caused by the

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use of, equipment of the Township and waives all rights of subrogation in connection with the use thereof.

9. At the time of execution of the Contract, the Contractor shall submit Certificates of Insurance in the following limits with insurance carriers acceptable to the Township.

A. COMMERCIAL GENERAL LIABILITY\*

General Aggregate	\$3,000,000
Products / Complete Operations Aggregate	\$3,000,000

\* Including Products / Completed Operations and Contractual Liability Insurance covering the Indemnification Agreement contained in this Contract.

B. COMPREHENSIVE AUTOMOBILE LIABILITY\*\*

Combined Single Limit	\$3,000,000
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\*\* Covering all owned, hired and non-owned vehicles.

C. WORKERS' COMPENSATION, and other employee benefits acts in accordance with the laws of the State of New Jersey.

All such policies shall be maintained in full force and effect during the entire period of this Contract, and shall not contain any exclusions other than those that are part of the standard industry policies in use at the time of this Contract, and shall contain a Waiver of Subrogation in favor of the Township. The Commercial General Liability and Automobile policies shall include the Township, and its officers, employees and duly authorized representatives and additional insureds and shall be primary to any insurance carried by the Township.

The insurance requirements set forth above are minimum requirements and shall not be considered indicative of the ultimate amounts and types of insurance needed by the Contractor. Neither failure to comply nor full compliance with the insurance provisions of this Contract shall limit or relieve the Contractor from its obligations under this Contract.

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10. The Contractor agrees to perform the Work in an expeditious manner and to complete the same as soon as possible. The Contractor further agrees that it will furnish sufficient manpower to properly perform the terms of this Contract.

11. 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 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining Contract 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.

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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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, 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.

The contract or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform with the principles of job-relating 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs 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, 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 Acton Plan Approval

Certificates of Employee Information Report

Employee Information Report Form AA302

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The contractor and its subcontracts shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

12. The contractor and the Township of Maplewood (hereafter "Township") do hereby agree that the provisions of Title 11 of the American With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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The Township shall, as soon as practicable, after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or another process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

13. It is further agreed and understood that the T assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors from any claim which may arise out of their performance of this Contract. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

14. This Contract, along with the Contractor's bid and the specifications incorporated into this Contract contains the entire Contract between the parties and may only be modified in a writing signed by the parties.

15. Any dispute arising under this contract shall be submitted to a retired Superior Court Judge for Mediation. The costs of which are to be shared equally. Should Mediation fail, the parties may pursue their remedies at law or in equity.

Notwithstanding the above, this provision shall not prevent the Contractor or the Township from seeking injunctive or declaratory relief in a Court of competent jurisdiction at any time, nor does this provision apply to disputes concerning the bid solicitation or award process.

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16. This Contract shall be interpreted and enforced under the laws of the State of New Jersey.

17. This Contract is retroactive to July 1, 2015.

**IN WITNESS WHEREOF**, the Township has caused this contract to be signed by its Representative and its corporate seal to be hereto affixed and attested to by the Township Clerk.

ATTEST:

**THE TOWNSHIP OF MAPLEWOOD**

\_\_\_\_\_  
ELIZABETH J. FRITZEN  
Township Clerk

BY: \_\_\_\_\_  
JOSEPH MANNING  
Township Administrator

**IN WITNESS WHEREOF**, the Contractor has caused this contract to be signed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

**RER SUPPLY, INC.**

\_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
President

STATE OF NEW JERSEY

COUNTY OF

**BE IT REMEMBERED** that on \_\_\_\_\_ 2015, before me, the subscriber, \_\_\_\_\_, personally appeared who, being by me duly sworn on her/his oath, deposes and makes proof to \_\_\_\_\_

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my satisfaction, that she/he, the \_\_\_\_\_ of the \_\_\_\_\_ company  
named in the within instrument; that the execution, as well as the making of this instrument, has  
been duly authorized by a proper resolution of the company;

Sworn to and subscribed  
before me, the date aforesaid.

\_\_\_\_\_

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**CERTIFICATE OF MUNICIPAL ATTORNEY**

I, the undersigned, the duly authorized attorney for The Township of Maplewood do hereby certify that I have personally examined the foregoing Contract for the provision of:

as described herein, and have found the same to be regular and binding on the parties concerned.

\_\_\_\_\_  
ROGER J. DESIDERIO, Municipal Attorney

\_\_\_\_\_  
Dated