

**SOLID WASTE AND RECYCLABLE MATERIALS  
COLLECTION SERVICES AGREEMENT**

**BETWEEN THE**

**FRANKLIN LAKES BOARD OF EDUCATION**

**AND**

**GAETA RECYCLING Co., INC.**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the Franklin Lakes Board of Education Board of Education (hereinafter referred to as the "Board") with its principal offices located at 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417 and GAETA Recycling Co., Inc., with offices located at 278-282 West Railway Avenue, Paterson, New Jersey 07503 (hereinafter referred to as "GAETA" or the "Contractor").

**WITNESSETH:**

**WHEREAS**, in accordance with the Public School Contracts Law, the Board advertised for bids for Solid Waste and Recyclable Materials Collection Services for the Franklin Lakes School District (hereinafter referred to as the "District") as set forth in the document entitled, "Solid Waste and Recyclable Materials Collection Services" including the Notice to Bidders, Instructions to Bidders, Bid Forms and the Technical Specifications for Solid Waste and Recyclable Materials Collection Services and all

supplements thereto (hereinafter referred to collectively as the "Specifications") which are attached hereto, made a part hereof and incorporated herein by reference; and

**WHEREAS**, bids were received on August 19, 2022 and a Contract for Solid Waste and Recyclable Materials Collection Services was awarded to GAETA, by the Board at a regular meeting on September 13, 2022 as the lowest responsible bidder for Solid Waste and Recyclable Materials Collection Services; and

**WHEREAS**, GAETA is prepared to furnish such services in accordance with the specifications attached hereto made a part hereof and incorporated herein by reference; and

**WHEREAS**, the Specifications require the parties to execute this Agreement;

**NOW THEREFORE**, based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree as follows:

I. **SERVICES TO BE PROVIDED**

A. **Manner of Services**: The Contractor shall provide Solid Waste and Recyclable Materials Collection Services at the locations listed in specifications, which are attached hereto, made a part hereof and incorporated herein by reference. Such services shall be provided in accordance with the specifications and in a manner that is consistent with industry standards and

necessary to ensure the safety of occupants, motorists and pedestrians on the Board's properties.

B. Hours of Service: The Contractor shall render services in accordance with the Specifications. Specific pick-up schedules for Solid Waste and Recyclable Materials Collection Services under this contract are to be approved by the School Business Administrator prior to the start of the contract period of performance. All work must be coordinated with the School Business Administrator and must not interfere with school day traffic flows at each location, or interrupt or endanger school students, personnel or operations. Any changes to specific work schedules throughout the period of performance of this contract must be pre-approved by the School Business Administrator prior to any change being instituted.

The Contractor shall provide pick-up services for refuse and comingled recycling at the following locations:

Locations

The Contractor shall provide pick-up services for refuse and comingled recycling at the following school locations:

1. High Mountain Road School - 765 High Mountain Road
2. Woodside Avenue School - 305 Woodside Avenue
3. Colonial Road School - 749 Colonial Road
4. Franklin Avenue Middle School - 755 Franklin Avenue

Pick-Up Parameters

Bidders must submit a proposal based on the following schedules:

**REFUSE DURING THE SCHOOL YEAR - SEPTEMBER 1 THROUGH JUNE 30:**

<u>School Location</u>	<u>Dumpster Type</u>	<u>Pick-Up Schedule</u>
High Mountain Road	One 6 Cubic Yard	Two times weekly
Woodside Avenue	One 6 Cubic Yard	Two times weekly
Colonial Road	One 6 Cubic Yard	Two times weekly
Franklin Avenue Middle School	Two 6 Cubic Yard	Two times weekly

**REFUSE DURING THE SUMMER RECESS - JULY 1 THROUGH AUGUST 31:**

<u>School Location</u>	<u>Dumpster Type</u>	<u>Pick-Up Schedule</u>
High Mountain Road	One 6 Cubic Yard	One time weekly
Woodside Avenue	One 6 Cubic Yard	One time weekly
Colonial Road	One 6 Cubic Yard	One time weekly
Franklin Avenue Middle School	Two 6 Cubic Yard	One time weekly

**PAPER RECYCLING**

<u>School Location</u>	<u>Dumpster Type</u>	<u>Pick-Up Schedule</u>
High Mountain Road	One 6 Cubic Yard	First and third Wednesday of each month
Woodside Avenue	One 6 Cubic Yard	First and third Wednesday of each month
Colonial Road	One 6 Cubic Yard	First and third Wednesday of each month
Franklin Avenue Middle School	One 6 Cubic Yard	First and third Wednesday of each month

**COMINGLED RECYCLING**

School Location	Dumpster Type	Pick-Up Schedule
High Mountain Road	One 2 Cubic Yard	Second and Fourth Wednesday of each month
Woodside Avenue	One 2 Cubic Yard	Second and Fourth Wednesday of each month
Colonial Road	One 2 Cubic Yard	Second and Fourth Wednesday of each month
Franklin Avenue Middle School	One 2 Cubic Yard	Second and Fourth Wednesday of each month

All refuse and comingled recycling pickups must be made prior to the start of the school day. The school day begins promptly at 6:30 A.M.

C. Provision of Labor, Equipment and Materials:

1. The Contractor has been awarded a Contract to perform all services in strict accordance with the terms and conditions set forth in Specifications and all local ordinances, statutes, regulations and any applicable Solid Waste Management Plan, as more particularly described in the Specifications.

2. The Contractor shall do all the work, provide all labor, furnish all materials, tools, vehicles, implements, equipment and materials necessary to perform the Solid Waste and Recyclable Materials Collection Services specified in the specifications and the Contractor's proposal.

a. The Contractor represents that it has sufficient labor, equipment and materials necessary to provide the Solid Waste and Recyclable Materials Collection Services specified in this Agreement, the specifications and the Contractor's proposal and agrees to commit same for that purpose during the term of this Agreement.

b. The Contractor shall ensure that all vehicles used to provide the Solid Waste and Recyclable Materials Collection Services specified in this Agreement are properly licensed and approved for such operation in the State of New Jersey.

II. **ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR**

A. Care of Premises and Persons: In providing services specified in this Agreement, the Contractor shall exercise due care to ensure:

1. the safety of persons on the Board's properties;

2. to protect the Board's properties from damage;

3. that the normal operation of the Board's school programs are in no way disrupted;

B. Damages: All damages incurred to the existing facilities by the Contractor's operation, as solely determined by the Board of Education, shall be repaired or replaced at the

Contractor's expense. Damages include, but are not limited to, fencing, benches, walkways, structures, irrigation, lights and equipment. All such repairs or replacements shall be completed in accordance with the specifications.

C. Permits: The Contractor represents and warrants that it has secured and is operating with all necessary permits and authority to provide all services as specified by the Board.

D. Insurance:

1. The Contractor shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Board establishing that it has personal liability, property damage and worker's compensation insurance coverage for all of the services specified in this Agreement and in amounts set forth in the specifications. Full coverage must be provided for the Board and its agents and employees, the Contractor's employees, any subcontractor and any member of the public who may be injured or suffer damage from any act or omission of the Contractor, its employees, servants or agents.

2. The Board shall be named as an additional insured on all insurance policies, except workers compensation.

3. The required insurance coverage must be in effect at all times during the term of this Agreement. Certificates of all insurance must contain a thirty (30) day

cancellation and modification clause with a requirement of written notice to the Board by the insurance company. In the event of cancellation or modification, the Contractor shall obtain insurance in the same amount and for the same coverage from another carrier prior to the date of cancellation or modification.

4. Evidence of the insurance coverage required by this Agreement shall be furnished to the Board prior to commencement of services required by this Agreement.

E. Indemnification: The Contractor shall indemnify and hold harmless the Board, its officers, agents, employees and servants from any and all claims, demands, suits, damages, liabilities, costs and expenses, including reasonable attorneys' fees, that may arise directly or indirectly out of or in connection with the work or by reason of the Contractor's operations under this Agreement, or from any act or omission by the Contractor, its agents, employees or subcontractors that result in any personal injury or property damage. The Board may defend itself, at the Contractor's expense, from any claim or lawsuit which may arise out of the Contractor's performance or lack of performance under the terms of this Agreement or the Board may elect to have the Contractor provide the Board with legal representation at the Contractor's own expense. This provision shall survive the termination of this Agreement.



F. Warranty: In addition to the warranties set forth in the specifications, the Contractor warrants that the services to be rendered to the Board shall be furnished in a workmanlike manner in accordance with industry standards, as well as all applicable federal and state statutory requirements, local ordinances and administrative regulations. The Contractor shall repair any and all damage to the Board's property which is caused by the Contractor, its employees, servants or agents during the provision of services specified in this Agreement.

G. Subcontracting: The Contractor shall not subcontract the services to be performed pursuant to this Agreement, or any portion thereof, without the prior written approval of the Board.

H. Law Against Discrimination: The parties to this Contract agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L., 1975, c. 127, as amended and supplemented from time to time and the Contractor or Subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations. The parties to this Contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.

127, as amended and supplemented from time to time, and the Contractor of Subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3. The Contractor and any approved subcontractor shall at all times comply with the provisions of the Law against Discrimination and the mandatory affirmative action language, attached hereto as Exhibit A.

**III. PAYMENT BY BOARD**

A. Compensation: The Board shall pay the Contractor as follows:

**Refuse**

**September 1, 2022 to August 31, 2023 (Annual Price All Locations)**  
Eighteen Thousand Dollars (\$18,000)

**September 1, 2023 to August 31, 2024 (Annual Price All Locations)**  
Twenty Thousand Dollars (\$20,000)

**September 1, 2024 to August 31, 2025 (Annual Price All Locations)**  
Twenty-Three Thousand Dollars (\$23,000)

**TOTAL CONTRACT SUM:**  
Sixty One Thousand Dollars (\$61,000)

**Recycling**

**September 1, 2022 to August 31, 2023 (Annual Price All Locations)**  
Eight Thousand Dollars (\$8,000)

**September 1, 2023 to August 31, 2024 (Annual Price All Locations)**  
Nine Thousand Dollars (\$9,000)

**September 1, 2024 to August 31, 2025 (Annual Price All Locations)**  
Ten Thousand and Five Hundred Dollars (\$10,500)

**TOTAL CONTRACT SUM:**

Twenty - Seven Thousand and Five Hundred Dollars (\$27,500)

B. Additional Work Requests: The Business Administrator may request additional pick-ups at each location, which, if authorized by the Business Administrator, will entitle the Contractor to additional services per location as follows:

EXTRA PICK-UP

6 CUBIC YARD REFUSE CONTAINER

Sixty Dollars (\$60)

EXTRA PICK-UP

2 CUBIC YARD RECYCLING CONTAINER

Twenty Dollars (\$20)

EXTRA PICK-UP

6 CUBIC YARD RECYCLING CONTAINER

Thirty Dollars \$ (30)

No additional services shall be provided until the Contractor receives an executed purchase order authorizing the work. The Board shall have no liability for the payment of additional services in the event the Contractor fails to comply with this provision.

C. Payment for Additional Services: In the event additional services are required which would result in an increase in the Contractor's fee, the Contractor shall obtain the written

authorization of the Board prior to proceeding with the additional services, in accordance with Paragraph B above.

D. Manner of Payment: The Contractor shall submit a duly executed voucher with all invoices for the Solid Waste and Recyclable Materials Collection Services in accordance with the requirements of the specifications. Every effort will be made to pay vendors and contractors within sixty (60) days of acceptance by the Board of Education, provided the Board of Education receives the appropriate documentation from the vendor. Payment will be rendered upon completion of services covered by the payment application to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. It is the responsibility of the Contractor to check the website at [www.franklinlakes.k12.nj.us/](http://www.franklinlakes.k12.nj.us/) for any changes of the regular meeting dates. Payment may be delayed from time to time depending on the Board of Education meeting schedule. This provision is a permissible exception to the requirements set forth in N.J.S.A. 2A:30A-2. All disputes regarding whether a party has failed to make payments pursuant to N.J.S.A. 2A:30A-1 et seq. may be submitted to a process of alternative dispute resolution.

E. Invoices: The invoice must clearly outline the services rendered and the date(s) the services were rendered. The invoice must include the full name and address of the company. The invoice must include the purchase order number from the board of education. The invoice must have the company's invoice number that may be used as reference. The invoice must be submitted to the Business Office within thirty (30) days of service, as follows:

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Board of Education for the preceding calendar month (the "Billing Month").

2. Each invoice shall be in the amount of one twelfth (1/12) of the yearly Contract Sum then in effect.

3. The Board of Education reserves the right to withhold payment in the event the services do not conform to the requirements of the specifications. Payment may also be withheld by the Board for violations of the contract requirements in accordance with the violations schedule, as more particularly described in the Specifications.

#### IV. DURATION, FAILURE OF PERFORMANCE AND TERMINATION

A. Duration of Agreement: The contract period shall be for an initial term of three (3) years for the period beginning September 1, 2022 and ending August 31, 2025. The

Board may exercise its option to renew the Agreement for up to two (2) one-year extensions or one (1) two-year extension, in accordance with the provisions of N.J.S.A. 18A:18A-42. The terms and conditions of the extension shall remain substantially the same as in the original contract, the contract shall be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A. 18A:18A-2(bb). Information on the current index rate, as well as the index rate for the last four (4) quarters is available, as of the date of this Agreement, at the following website:

[http://www.state.nj.us/dca/lgs/lpcl/contractlawinfo/cu\\_r\\_index\\_rate.shtml](http://www.state.nj.us/dca/lgs/lpcl/contractlawinfo/cu_r_index_rate.shtml).

B. Violations of Contract Requirements: It is understood that the orderly and proper collection of garbage, refuse, trash, paper, rubbish, other solid waste materials and recycling materials is a matter of serious and vital concern to the Board of Education because of the effect which the same may have upon the health and welfare of its staff and students. Occasional and minor violations may occur during the course of the performance of the contract. Since it is difficult to calculate the actual damage to the Board for failure to comply with the contract requirements, in addition to all its other

remedies, the stipulated penalties and damages may be invoked on behalf of the Board by the School Business Administrator or in his absence, the Superintendent of Schools, whose determination and certification of the same shall be final. The School Business Administrator or his designee shall notify the Contractor of all violations. If the violation is not corrected promptly, the School Business Administrator may invoke damages and make an appropriate deduction from the next payment due the Contractor in accordance with the violation schedule set forth in the specifications. These remedies are in addition to any and all other remedies available to the Board.

C. Termination of Agreement for Cause: If the Board determines that the Contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the Contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then, in addition to all its other remedies, the Board shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and the effective date of termination.

1. Termination of the contract by the Board does not absolve the Contractor from liability for damages caused by the Contractor's breach of this agreement. The Board

may withhold payment due the Contractor and apply same towards damages, including but not limited to any additional cost to the Board for the procuring of said services or goods from other sources.

2. The Contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this Agreement.

D. Termination of Agreement for Convenience: The Board may terminate the contract for convenience by providing thirty (30) calendar days advanced notice to the Contractor. Said termination shall be without any liability or penalty to the Board except that the Contractor shall be paid for services that are properly rendered up to the date of termination. In no event shall the Board be liable to the Contractor for any other costs or expenses of any kind whatsoever, including but not limited to loss of profits, loss of business advantage, compensatory or consequential damages.

E. Notice: Notice shall be deemed effective upon receipt. The Board's termination of the Agreement shall be with full reservation of all rights and remedies available to the Board, including but not limited to specific performance and/or resort to the performance bond.



V. **MISCELLANEOUS PROVISIONS:**

A. The Contractor acknowledges that this is a school district, with school buildings and children and that special attention to public safety is required. No activities of the Contractor shall impact upon the educational process at the schools.

B. The various rights and remedies of the parties set forth in this Agreement are cumulative and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

C. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

D. This Agreement, together with the Specifications and the entire submission of the Contractor, including but not limited to the Bid, Proposal Form and any and all other documents submitted with the bid, which are incorporated herein as if attached hereto and made a part hereof, represents the entire agreement between the parties. No additions, changes or

modifications, renewals, extensions or other representations or promises shall be binding unless reduced to writing and signed by both parties.

E. This Agreement is subject to any and all statutes enacted by the federal government and the State of New Jersey, municipal ordinances and all regulations promulgated by any agency of the federal and state government.

F. This agreement shall be governed by the laws of New Jersey. Any and all claims, disputes or other matters in question between the Board and the Contractor arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Bergen County, New Jersey. **The Contractor hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor.**

G. The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000

from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

H. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

I. This Agreement shall be binding upon and inure to the benefits of the parties, their successors and their assigns.

J. In the event any provisions of this Agreement conflicts in whole or in part with the Contractor's proposal, the inconsistency shall be resolved by an interpretation which is most favorable to the Board and which imposes the greater obligation upon the Contractor. In the event the inconsistency cannot be reached in such a manner, the provisions of this Agreement shall control.

K. The Contractor shall at all times comply with any and all statutory and governmental requirements imposed by the State of New Jersey, the County of Bergen and the Borough of Franklin Lakes at no additional cost to the Board. Further, the Contractor shall comply with all the requirements of N.J.A.C. 7:26A-6 et seq., at no additional cost to the Board. No surcharges or assessments of any kind in connection with the services provided herein shall be charged to the Board.

L. Recycling Contractor Requirements. The Recycling Contractor MUST provide a verified written monthly tonnage report by the 10<sup>th</sup> of each month, for the previous month. Said report shall include weight of each recyclable material, date it was received by a certified recycling market and end market for each material. If the Board does not receive the information required in a timely manner to fill out of the State mandated recycling reports, the Board reserves the right to withhold payment for recycling services until the information is received and verified as being correct.

**IN WITNESS WHEREOF,** the parties have caused these presents to be signed by their proper corporate officers and their corporate seals hereto affixed the day and year first above written.

ATTEST:

FRANKLIN LAKES BOARD OF  
EDUCATION

\_\_\_\_\_  
Trenae Lambkin  
Board Secretary/Business  
Administrator

By: \_\_\_\_\_  
Elisa Billis  
Board President

Dated:

ATTEST:

GAETA RECYCLING CO., Inc.

\_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL PORTANNESE  
President

Dated: