

RESOLUTION NO. 2023 - 54

RESOLUTION AMENDING RESOLUTION NUMBER 2023-20 AUTHORIZING A CONTRACT FOR SOLID WASTE AND RECYCLABLE COLLECTION WITH PINELANDS CONSTRUCTION, LLC FOR A FIVE YEAR PERIOD COMMENCING ON JANUARY 1, 2024.

WHEREAS, at its meeting on January 10, 2023, Vineland City Council approved a contract with Pinelands Construction, LLC for Solid Waste and Recycling services for a five year period commencing on January 1, 2024 in the amount of \$1,800,000.00 per year and an aggregate amount of \$9,000,000.00 over the five (5) year term of the Contract.

WHEREAS, Resolution No.2023-20 authorizing the Contract with Pinelands Construction, LLC was in response to a quote provided by Pinelands Construction, LLC for the providing Solid Waste and Recycling Services for the five (5) year period.

WHEREAS, the City of Vineland had advertised for bids for Solid Waste and Recyclable Collection Services on two occasions and received no bids in response to either advertisement and was authorized to negotiate the terms of the Contract as permitted by N.J.S.A. 40A:11-5;

WHEREAS, after further discussions with Pinelands Construction, LLC it was determined that Pinelands Construction, LLC's quote was based on mistaken interpretation of Vineland's proposal, which among other things did not take into consideration the cost of the second/extra cart(s) provided to City residents.

WHEREAS, Pinelands Construction has revised its quote from \$1,800,000.00 per year to \$2,160,000.00 per year plus an increase per year based on the CPI.

WHEREAS, the revised quote received from Pineland's Construction, considering the options selected, was still the most cost effective of the 5 quotes that were received;

NOW THEREFOR, BE IT RESOLVED, by the Council of the City of Vineland that City Counsel's Resolution No. 2023-20 be amended to authorize a Contract, in the form attached hereto, with Pinelands Construction, LLC for the furnishing of Solid Waste and Recyclable Materials Collection (including bulk items) in the amount \$2,160,000.00 per year for the five year period beginning on January 1, 2024 together with yearly CPI adjustments and the City paying tipping fees

BE IT FURTHER RESOLVED that the City of Vineland will provide Pinelands Construction, LLC with ten (10) 25-32 yard rear loading dual tipper compaction type diesel collection vehicles, for use in fulfilling its contractual obligations to the City, together with fuel, and maintenance for the vehicles.

Adopted:

President of Council

ATTEST:

City Clerk

**AGREEMENT BY AND BETWEEN
PINELANDS CONSTRUCTION, LLC**

AND

THE CITY OF VINELAND

FOR SOLID WASTE, BULK ITEMS, AND RECYCLABLES COLLECTION SERVICES

This Agreement, made as of this ____ day of _____, 2023, by Pinelands Construction, LLC, (the "**CONTRACTOR**"), with offices located at of 300 77th Street, Sea Isle City, NJ 08243, and the City of Vineland, a municipal corporation of the State of New Jersey with offices located at 640 Wood Street, Vineland, New Jersey 08360 (the "**CITY**").

RECITALS:

WHEREAS, Bids for solid waste and recyclables collection services were advertised pursuant to section 4 of P.L.1971, c. 198 (C.40A:11-4) on two consecutive occasions and no bids have been received on in response to either advertisement;

WHEREAS, N.J.S.A. 40A:11-5 (c) provides, in part, that when Bids have been so advertised and no bids have been received on both occasions in response to the advertisement, a contract may then be negotiated and may be awarded;

WHEREAS, the Contractor has expressed an interest in providing solid waste and recyclables collection services to the City of Vineland upon terms that are not substantially different from terms set forth in the Uniform Bid Specifications for Solid Waste and Recyclable Materials Collection Service for 2024 previously advertised by the City of Vineland and the subject of competitive bidding pursuant to N.J.S. 40:11-4).

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the Parties pursuant to all applicable federal, state, and local laws, statutes, codes, or ordinances, the **CONTRACTOR** and the **CITY** hereby agree as follows:

1. GENERAL PROVISIONS. The Contractor agrees to provide collection of solid waste (including bulk items) and recyclable materials within the City of Vineland Solid Waste Utility Area for a period of five (5) years commencing on January 1, 2024 and terminating on December 31, 2028, for the \$2,160,000.00 per year (the "Base Price") pursuant to the terms of this Contract. The City will provide the Contractor with ten (10), City owned, 25-32 yard rear loading dual tipper compaction type diesel collection vehicles, for use in fulfilling its contractual obligations to the City, together with fuel and maintenance for the vehicles. The Base Price, \$2,160,000.00, will be increased or decreased, as the case may be, for Year No. 2-5 based on the increase/decrease in the Garbage and Trash Collection Category of the "Consumer Price Index for all Urban Consumers

U.S. City Average" unadjusted percentage change, published by the U.S. Bureau of Labor Statistics as of September of the previous year.

The Contractor has represented that it will have the necessary collection vehicles available at the beginning of the term of this Contract and has agreed to supply same to fulfill its obligations under this Contract in the event of a delay in delivery of the collection vehicles ordered by the City. The Contractor and the City agree that in the event it becomes necessary for the Contractor to use its own collection vehicles, the parties will negotiate, in good faith, a reasonable charge for such use, which will include the cost of fuel. Due to its summer commitments, the Contractor cannot guarantee the availability of extra collection vehicles beyond the end of April, 2024, and has no obligation to supply same beyond that date.

1.1. **DOCUMENTS TO BE SUBMITTED.** The following documents must be submitted prior to or within seven (7) days of the execution of this contract:

- a. A photocopy of Contractor's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126 et seq.
- b. Questionnaire setting forth experience and qualification.
- c. Non-collusion affidavit;
- d. Stockholder statement of ownership;
- e. Certificate of surety and Consent of Surety; and
- f. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32-58.
- g. Any other Document referenced on the Checklist included in **Attachment No. 3.**

1.2. **DEFINITIONS.**

- a. "Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.
- b. "Collection site" means the location of waste containers on collection day.
- c. "Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.
- d. "Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.
- e. "Contract administrator" is the person authorized by the contracting unit to administer contracts for solid waste collection service
- f. "Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is

to be paid with or out of public funds.

- g. "Contractor" means the Contractor identified in the title of this Contract.
- h. "Designated collected recyclable material" means (1) Recyclable newsprint, catalogues, unwanted mail, magazines, telephone books, office paper, (2) Glass, plastics numbers 1 & 2, cardboard, and (3) such other recyclable materials as set forth in Section 2.3.
- i. "Designated collected solid waste" means solid waste type 10 and as otherwise defined in Section 2.3. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.
- j. "Disposal facility" means those sites designated in the Cumberland County Solid Waste Management Plan for use by the City of Vineland: Cumberland County Solid Waste Complex, 169 Jesses Bridge Road, Deerfield Township, Millville, NJ, 08332.
- k. "Governing body" means the governing body of the City of Vineland, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.S.A. 40A:11-2.
- l. "Holiday" means a regularly scheduled collection day on which the authorized Disposal Facility is closed, including: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day
- m. "Legal newspaper" means the Daily Journal and/or the Trenton Times.
- n. "Service area" means the means the geographic area described below. The service area(s) is as follows:

The Solid Waste Utility Area: All of the residential areas in the City of Vineland, excluding Malaga Camp and all apartment houses and mobile home parks of 10 units or less.

- o. "Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.
- p. Omitted.

1.3. **BRAND NAME OR EQUIVALENT.** Omitted.

1.4. **COMPLIANCE.** The Contractor shall be familiar with and comply with all applicable local, state and federal laws and regulations in the performance of the contract, including, but not limited to, provision of the Contractor's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

1.5. **CONFLICT OF INTEREST AND NON-COLLUSION.** The Contractor must execute and submit a "Non-Collusion Affidavit," prior to or within 7 days of the execution of this

Contract, which at a minimum shall attest that:

- a. The Contractor has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project. Direct discussions with the City of Vineland and its designated agents concerning this Contract or the provision of Solid Waste and Recyclables Collection Services shall not be considered collusion for the purposes of this Contract.
- b. All representations made in this Contract, and all the documents required to be submitted by the Contractor are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- c. No person or business has been employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

1.6 **NO ASSIGNMENT OF CONTRACT.** The Contractor may not assign, sell, or otherwise transfer its rights and obligations under this Contract or any portion thereof, or any right or interest therein. This section is not intended to limit the ability of the Contractor to assign or otherwise dispose of its duties and obligations under the contract provided that the City of Vineland agrees to the assignment or other disposition.

1.7. **CONSENT OF SURETY AND PERFORMANCE BOND.**

- a. The Contractor shall provide a Consent of Surety guaranteeing that the surety will provide a performance bond in an amount equal to 100% of the annual value of the contract. The Contractor shall provide said performance bond covering the first year of this Contract, prior the start of its performance under the terms of this Contract, to the Purchasing Agent, 640 E. Wood Street, Vineland, New Jersey. The performance bond for each succeeding year shall be delivered to the City of Vineland with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- b. Failure to provide the required performance bond at the time and place specified by the City of Vineland shall be cause for assessment of damages as a result thereof in accordance with Section C below and **Section 2.24** (Liquidated Damages).
- c. Failure to deliver a Consent of Surety for the first year of this Contract prior to or within seven (7) days of execution of this Contract shall constitute a breach of this Contract and will entitle the City to terminate this Contract, subjecting the Contractor to Liquidated Damages in accordance with **Section 2.24**.

1.8. **AFFIRMATIVE ACTION REQUIREMENTS.** The Contractor shall comply with the

requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

1.9. **VEHICLE DEDICATION AFFIDAVIT.** The collection vehicles supplied by the City of Vineland shall be deemed the Designated Vehicles.

2. WORK SPECIFICATIONS.

2.1 The Contractor shall provide service for a period of five (5) years commencing on January 1, 2024 in accordance with terms of this Contract.

2.2 The Contractor shall provide collection, removal and disposal from within the Solid Waste Utility Area within the territorial and geographical boundaries of the City of Vineland as described below:

2.3. COLLECTION OPTIONS.

A. **TERMS AND CONDITIONS APPLICABLE TO ALL OPTIONS.** The Contract is for a period of five (5) years in accordance with the Option No. 5 quoted by the Contractor and accepted by the City. The Contractor is required to collect, remove and dispose of all Garbage, Trash, Recyclable Materials, and, and other refuse material in the Solid Waste Utility Area within the boundaries of the City of Vineland, in accordance Option No. 5, in 96 gallon or 64 gallon totes provided by the City, or as otherwise provided by these specifications for bulk items, and shall perform said work in strict compliance with the provisions of all the ordinances of the City of Vineland, now or hereinafter in force and subject to the approval of the governing body. Customers will be provided with up to two 96 or 64 gallon carts for disposal of trash. The Contract has chosen Option No. 5 which requires the Contractor to pick up one (1) bulky waste item each trash collection day placed at curbside. Customers will be provided with no more than two 96 or 64 gallon carts for disposal of trash and no more than two 96 or 64 gallon carts for recycling. **At the present time the Solid Waste Utility Area includes 17,177 residential units. The City has received requests for 3,690 extra (2nd) carts which have been provided to residents in the Service Area.** One (1) bulky item means one piece of furniture, 4 bags of vegetative waste, or 4 rolls of tied carpet of lengths not to exceed 4 feet. The Contractor shall report to the Director of Solid Waste, or the Business Administrator, any bulky item that is not picked up due to these limitations. The Contractor will be required to tag all trash/recycling not authorized for collection, with tags/stickers provided by the City. All solid waste must be brought to the Cumberland County Improvement Authority. The failure to notify the City of any bulky waste, or unauthorized trash/recycling, that is not picked up, or to tag bulky waste or unauthorized trash/recycling that is not picked up, is subject to liquidated damages in accordance with **Section 2.24. The City will be responsible for payment of all landfill costs, disposal and related costs.**

B. DEFINITIONS:

1. GARBAGE shall be considered to be the meat and vegetable solids resulting from the handling, preparation, cooking and consumption of foods, and considered originate principally in kitchens.

2. TRASH shall be considered to mean all Garbage, rubbish, ashes, broken crockery, old clothing, pipes, boards, and such similar waste material; including scraped-off wall paper, household redecorating or maintenance refuse, discarded household utensils, bulk items such as household furniture, , and small appliances that fit in the carts provided by the City, but shall not include construction debris. Rubbish and trash shall be considered to include any article or refuse material discarded by a householder in the usual and ordinary course of living, whether same be metal or wood, provided, however, that same must be properly broken up and placed in the 96 or 64 gallon cart provided by the City. Trash material for collection under this Contract shall include all bulky items, provided however, that vegetative waste is properly contained in plastic bags placed at the curb. The trash material for collection is to be from residential properties only and placed by the residents at the curb or roadside, in 96 gallon or 64 gallon carts provided by the City, or as otherwise provided in this paragraph.

3. GLASS shall be considered to mean blue and flat glass and glass commonly known as "window glass". (Clear, green, blue, and amber glass bottles and jars are considered recyclable glass).

4. RECYCLABLE MATERIALS included in this Contract are as follows:

(i) OLD NEWS PRINT (ONP) - Shall be considered to mean all uncontaminated newspaper(s), catalogues, unwanted mail, magazines, telephone books, office paper.

(ii) ALUMINUM CANS - Shall be considered to mean all beer and soda metal cans not to exceed one gallon in size. Any cans exceeding one gallon shall be considered as part of the regular trash

(iii) GLASS - Shall be considered clear, green, blue and amber glass. Rings and labels do not need to be removed.

(v) PLASTIC - All plastic containers with the symbol 1 and 2, such as laundry detergent bottles, EXCLUDING motor oil or any petroleum products or other Hazardous Waste.

(vi) OFFICE PAPER - All high grade white bond paper, mixed office paper, i.e., computer paper, envelopes, legal paper.

(vii) GABLE TOPPED CARTONS – Soup, milk, and juice cartons.

(viii) CARDBOARD – Cereal, cracker, & pasta boxes, cardboard beverage holders, detergent, shoe, & tissue boxes, and any corrugated cardboard boxes.

(x) SINGLE STREAM RECYCLABLES – All “Recyclable Materials” listed herein to be placed in one 96 gallon or 64 gallon cart colored differently from solid waste totes.

5. SOLID WASTE UTILITY AREA - This represents all of the residential areas in the City of Vineland, and all the residential areas, including apartment houses and mobile home parks of 10 units or less. A map showing the Vineland Garbage - Trash Districts and collection days has been provided to the Contractor and is available in the Director of Solid Waste's Office for reference.

6. MOBILE HOME PARK- an area of land containing multiple mobile homes under the ownership of one owner.

7. APARTMENT COMPLEX – an area of land containing multiple rental units under the ownership of one owner.

8. CONTRACT ADMINISTER – the Business Administrator and/or the Director of Solid Waste or their designees.

9. DESIGNATED COLLECTION DAYS: Are the days for each day set forth on the Zone Map attached hereto or on file and available from the Director of Solid Waste. Collection days may only be changed with approval by the City of Vineland.

10. DESIGNATED VEHICLE: The vehicles designated in writing by truck number, tag number, and D.E.P. sticker for use solely in the City of Vineland. The vehicles supplied by the City shall be the Designated Vehicles.

11. ESCALATION OF BASE PRICE. Omitted. The Contract price is \$1,800,000.00 per year for each of the five (5) years of this Contract.

C. OPTIONS:

All Contract has submitted and the City has accepted a quote for Option No. 5 of the City's proposal which provided:

OPTION No 5: Collection of all Trash **including** bulky items one (1) time per week and collection of Single Stream Recyclables (1) time per week from the Solid Waste Utility Area on the Designated Collections Days for a period of five (5) years. **The City of Vineland will be responsible for providing compaction type collection vehicles, the City will provide (subject to Section 2.16) motor vehicle insurance covering the City supplied collection vehicles, the City will be responsible for maintaining and repairing the City supplied collection vehicles at the City's vehicle maintenance yard, and providing fuel for the collection vehicles at the City's Public Works Yard. Under Option No. 5 the City will**

provide the Contractor with ten (10) 25-32 yard rear loading dual tipper compaction type diesel collection vehicles. The City of Vineland will also be responsible for payment of all disposal fees. The Contractor will be solely responsible for all labor and management of services. Drivers and laborers shall be employees of the Contractor not the City.

2.4. CONTAINERS

The Contractor is be required to pick up Trash and Single Stream Recycling in 96 gallon or 64 gallon carts provided by the City, and bulky items as provided in this Contract, to the customers. Each customer will be provided with up to two (2) 96 or 64 gallon carts for trash and up to two (2) 96 or 64 gallon cart for recyclables.

2.5. COLLECTION SCHEDULE

All collection services, as described in these specifications, shall be performed on the Designated Collection Days between 6:00 a.m. and 6:00 p.m. Collections are to be made on designated Collection Days. Collections Trucks shall follow the same route which shall not be changed so that service to residents will be reasonably uniform in time and pattern. Collection routes shall be established by the Contractor subject to the approval of the Director of Solid Waste. If a scheduled trash pickup falls on a scheduled holiday, or is missed due to weather, Trash and Single Stream Recyclables will be picked up on the day following each residents' scheduled trash day.

Collections shall be made, in the reasonable discretion of the Director of Solid waste, regardless of weather. In the event that the Contractor shall fail to collect all Garbage, Trash, Single Stream Recyclables or, if required by this Contract, bulky items, within the Solid Waste Utility Area on a Designated Collection Day, the hauler will pick up missed material by 6:00 PM of the day it is called in if called in by 1:00 PM. If called in after 1:00 pm and the Contractor cannot get it by 6:00 PM of the same day then they must pick up missed material first thing the next morning. If the Contractor does not pick up material after it is called in they could be subject liquidated damages as set forth in **Section 2.24**, per residential unit per day. Each violation of this Contract will be considered separate infraction and each day's occurrence will be considered a separate infraction. The Contractor will notify the Director of Solid Waste of any bulky item not picked because of the limitations set forth in **Section 2.3 A** and tag any such bulky items. The Contractor will notify the Director of Solid Waste of any unauthorized trash/recycling that is not picked and tag any such unauthorized trash/recycling. If the Contractor does not notify the director of any bulky item not picked up because of the limitations set forth in **Section 2.3 A** or any unauthorized trash/recycling not picked up or tag such bulky item or unauthorized trash/recycling, they could be subject liquidated damages as set forth in **Section 2.24**, per residential unit.

B. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2.6. SOLID WASTE DISPOSAL

Garbage, Trash and other refuse matter that is collected must be delivered to the Cumberland County Improvement Authority on the day of collection or otherwise stored in the collection vehicles, and delivered to the Cumberland County Improvement Authority within 24 hours. The Contractor may park collection vehicles overnight at a location be provided by the City of Vineland.

A. All solid waste collected within the City of Vineland shall be disposed of in accordance with the Cumberland County Solid Waste Management Plan. For the term of this Contract, all waste collected pursuant to the terms of this Contract shall be disposed of at the Cumberland County Solid Waste Complex, 169 Jesses Bridge Road, Deerfield Township, Millville, NJ, 08332.

B. The City of Vineland reserves the right to designate another disposal facility in accordance with the Cumberland Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The City of Vineland will assume all additional costs or benefits that are associated with such designation.

2.7. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.S.A. 7:26-3.1 et seq.

B. All collection vehicles shall be compacting types, completely enclosed and water tight. Contractor shall be responsible for inspecting all collection vehicles, including City owned collection vehicles at the start of each day to assure compliance with the foregoing, and will be subject to liquidated damages, in accordance with **Section 2.24** for any vehicle, including City owned vehicles, put into use that are not water tight or otherwise fail to comply with **Section 2.7**. All collection vehicles shall be compatible for use with the 96 gallon and 64 gallon carts previously provided by the City to all customers. The collection vehicles supplied by the City shall be deemed sufficient in number and types as may be necessary to provide service to all customers in the Solid Waste Utility Area. The City will identify the compaction type collection vehicles supplied by the City and to be used by the Contractor, which shall constitute the Designated Vehicles. Designated Vehicles shall be used solely for collection in the Solid Waste Utility Area and shall not be used for the service of any other generator, customer, contractor, contract, or agreement. Under no circumstances may a collection vehicle supplied by the City of Vineland be used outside of the Solid Waste Utility Area, or for the service of any other generator, customer of Contractor, contract or agreement.

B. All Designated Vehicles used for the Vineland Solid Waste Utility Area shall be identified by a truck number, tag number, and DEP sticker. This number and sticker shall be recorded with the Cumberland County Improvement Authority landfill and the City of Vineland. The vehicles on the list will be the only vehicles which the City will be responsible to pay for disposal. If a truck is substituted, the collector must notify the Business Administrator or the Director of Solid Waste, and the landfill, otherwise the City will not be responsible for the disposal fee arising out of the use of the substituted vehicle. The collector is obligated to use the Designated Vehicles only

for Vineland's Solid Waste Utility Area. No other trash and garbage from any other sources shall be permitted in the Designated Vehicles. If any other source of trash from other than the City of Vineland Solid Waste Utility Area is found in any of the Designated Vehicles, the Contractor will be responsible for liquidated damages in accordance with **Section 2.24**, and all tipping fees at the CCIA for the day of the incident for the Designated Vehicle will be paid by the collector at the City's discretion for the first offense.

For a second (2nd) offense the Contractor may be terminated from this Contract and all tipping fees at the CCIA for the day of the incident of all the Designated Vehicles will be paid by the collector at the City's discretion.

C. Should any of the Designated Vehicles be unable to operate in the Vineland area, the Contractor shall be required to immediately report the truck identification and reason for its inability to operate to the Director of Solid Waste and the CCIA by email or fax. It is the Contractor's responsibility to notify the City that a vehicle is in need of repair and deliver the vehicle to the City's vehicle maintenance yard if otherwise operable. If necessary the City will supply a replacement vehicle if necessary (the ten (10) vehicles to be supplied by the City includes one extra vehicle). Use of an unauthorized vehicle shall be cause for the City to deduct from any payment due the amount for collection for that day in which the unauthorized vehicle was used and the Contractor shall be responsible for any fees charged by the CCIA for said unauthorized vehicle. The Designated Vehicles shall be kept on a list with the City and CCIA and shall be the only trucks which the City will be responsible to pay for disposal. The Contractor is obligated to use the Designated Vehicles only for Vineland trash pickup and within the Solid Waste Utility Area.

D. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Director of Solid Waste shall have the right to inspect all vehicles, at any time during the term of this Contract, and the Contractor shall comply with all reasonable requests relative to the maintenance, and repair of said vehicles and other equipment used in the execution of this Contract. The City of Vineland will be responsible for all reasonable maintenance and reasonable repairs of the collection vehicles supplied by the City, provided the Business Administrator or the Director of Solid Waste is notified of the needed repair, and the collection vehicle is delivered, if operable, to the City's vehicle maintenance yard. All vehicles shall be equipped with a broom and shovel which shall be replaced by the Contractor on an as needed basis. The hoppers of all vehicles are to be cleaned no less than one (1) time per month. The hoppers may be cleaned at the City facility on Park Avenue.

E. The Director of Solid Waste may order any of the vehicles used in performance of the Contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications.

F. The Contractor agrees to have adequate personnel on each truck to guarantee safe, prompt and efficient collection service. Collections are to be made with as little disturbance as possible without unnecessary noise, and the collection workers are to use courtesy and proper conduct in

their relationship with residents and the general public. Every receptacle shall be entirely emptied and carefully returned to the location from which it was taken, in original upright position, with lids replaced. Any receptacle broken in violation of this section shall be replaced at once at the expense of the Contractor and failure to abide with this regulation will permit the City to purchase same for the property owner and subject the Contractor to liquidated damages as set forth in Section 2.24.

2.8. NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services, the City will supply a magnetized decal or containing said information, or some other form of identification.

2.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor shall provide and maintain an office within reasonable proximity of the City of Vineland with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service. There shall at all times be adequate supervision by the Contractor for the collection of garbage and trash to insure collection in the manner and times herein provided. The Contractor shall supply the City with the name and cell phone number of the Supervisor assigned to the City to supervise performance under this Contract. The Contractor/Supervisor shall be available directly at an office provided between the hours of 7:00 a.m. and 5:00 p.m. on days of collection.

B. Telephone service shall be maintained on all collection days, between the hours of 7:00 a.m. and 5:00 p.m.

2.10. FAILURE TO COLLECT

A. The Contractor shall report to the Director of Solid Waste, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. The Contractor in the reasonable discretion of the Director of Solid Waste, may be relieved of providing Trash and Single Stream Recycling pick up on a Designated Day due to severe weather, provided Trash and Single Stream Recyclables will be picked up on the day following each residents' scheduled trash day.

2.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Director of Solid Waste within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be provided to the City within 1 business day of being requested, or otherwise available for inspection by the City of Vineland. The failure to provide complaint log as provided herein will be subject to liquidated damages as

provided in **Section 2.24.**

B. The Contractor shall submit a copy of all complaints received and the action taken to the City of Vineland.

2.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the Contract.

2.13. INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section. Within 30 days after the end of each calendar month during the term of this Contract during which the Contractor provided services as provided in this Contract. The Contractor will submit an invoice to the City of Vineland for the preceding calendar month (the "Billing Month").

B. The City of Vineland shall pay all invoices, less any deductions provided for in these specifications, within 60 days of receipt. The City of Vineland will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The City of Vineland shall have 60 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month.

D. Where the City of Vineland will pay the costs of disposal, the disposal facility shall bill the City of Vineland directly for all costs (including taxes and surcharges).

2.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the City of Vineland shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to this Contract must possess a valid New Jersey driver's license for the type of vehicle operated.

2.15. SUPERVISION OF EMPLOYEES

There shall at all times be adequate supervision by the Contractor for the collection of garbage and trash to insure collection in the manner and times herein provide. The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor

shall notify the Director of Solid Waste, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of this Contract. The Contractor shall promptly notify the Director of Solid Waste, in writing, of any changes. The Superintendent or Foreman designed by the Contractor shall be available by cell phone during the hours of 7:00 a.m. to 5:00 p.m.

2.16. INSURANCE REQUIREMENTS

The Contractor shall have in place the following insurance coverage which will insure against claims which may arise out of or result from the business operations under the Contract and for which the Contractor may be legally liable. All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the City. Insurance shall be written for not less than the limits specified below or required by N.J.A.C. 7:26H-6.17., whichever may be greater. The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section.

Commercial General Liability insurance or its equivalent for bodily injury, personal and advertising injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$2,000,000 general aggregate per project;
- \$2,000,000 products/completed operations aggregate;

This insurance shall include:

- Liability arising from premises operations;
- Liability arising from the actions of independent contractors;
- Blanket contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract.
- Explosion, Collapse and Underground Property Coverage

Business Automobile Liability (If Applicable) insurance or its equivalent including applicable No-Fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Policy must include MCS-90 endorsement or its equivalent providing environmental restitution coverage as required by law.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: **Employer's Liability** insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease; and
\$1,000,000 policy limit for bodily injury by disease

Umbrella Liability insurance or its equivalent with a minimum limit of **\$2,000,000** per occurrence/annual aggregate. Coverage shall follow form over the general liability, automobile liability and workers' compensation coverages.

Contractor's Pollution Liability insurance or its equivalent with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 policy aggregate.

City of Vineland, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers shall be added as additional insured on the general liability, automobile liability and umbrella liability policies with respect to work performed by the insured and on the pollution liability policy if the coverage is not included on the General Liability policy.

A copy of the additional insured endorsement(s) must be attached to the certificate. Coverage shall be primary to the additional insureds and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

WAIVER OF SUBROGATION Contractor hereby grants to the City a waiver of any right to subrogation which any insurer or contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

SUBCONTRACTORS. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

2.17. CERTIFICATES

The Contractor shall supply a certificate of insurance as proof that the insurance policies required by these specifications is in full force and effect or will be in full force and effect as of January 1, 2024. The certificate of insurance shall be provided to the City on or before November 30, 2023. The Contractor shall file with the City of Vineland Purchasing Department a certificate of Insurance certifying that the Contractor is insured by a good and solvent insurance company licensed to do business in the State of New Jersey. A copy of the General Liability Additional

Insured Endorsement shall be attached to the certificate. The failure of the Contractor to timely provide the Certificate of Insurance or the failure to maintain the insurance evidenced by the Certificate of Insurance, shall subject the Contractor to Liquidated Damages in accordance with Section 2.24.

Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from Contractor to the City, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given. If any of the above coverages expire during the term of this Contract, the Contractor shall deliver renewal Certificate(s) to the City at least ten (10) days prior to the expiration date. The failure of the Contractor to deliver a renewal Certificate as required herein shall subject the Contractor to Liquidated Damages in accordance with Section 2.24.

2.18. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the City of Vineland, including without limitation, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers from and against all claims, actions, suits, judgments, causes of action, demands, damages, losses, liabilities, costs, charges, expenses (including reasonable attorney fees), whenever asserted and by whomever asserted, resulting from, or arising out of, directly or indirectly, or in an any way connected with performance of the Contract.

2.19. Omitted,

5.20 COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS

A. The City of Vineland has decided to go with single stream recycling, for the collection and disposal of Recyclable Materials. For now, the City will allow residents to put Recyclable Materials in the designated 96 gallon or 64 Gallon cart previously provided by the City of Vineland.

B. Recyclable Material may be picked up and mixed in the same truck with other Recyclable Materials. Recyclable Materials will be brought to the CCIA and the tonnage slips will be recorded and turned into the Director of Solid Waste at the end of each month. No bagged Recyclable Materials will be accepted at the curb. Recyclable Material must be picked up on a collection day designated for trash pickup.

D. All residents in Vineland have been provided with 96 gallon or 64 Gallon carts for the purpose of storing all Single Stream Recyclables. The Contractor agrees to pick up Single Stream Recyclables, including holiday weeks, if applicable.

E. The Collector shall maintain accurate records of recyclable materials by tonnage (weight slips), and shall deliver said records to the Director of Solid Waste on a monthly basis by the fifteenth (15th) of the following month.

F. Recyclables once picked up cannot be stored temporarily on any City property or right-of-way without previous written approval from the Director of Solid Waste.

G. City shall be deemed the owner of all recyclables at the curb.

2.21 SUBMISSION OF QUOTES. Omitted.

2.22 UNFORESEEN CIRCUMSTANCES

The City of Vineland cannot allow within these specifications any provisions for contractual changes or legislative decisions that in the future may affect the method or manner for residential trash and recycling collections within the State of New Jersey. As such both the Contractor and the City of Vineland will make every effort to carry out the terms of this Contract within the provisions set forth by the existing Public Bidding Regulations in effect in the State of New Jersey. In addition, this Contract makes no allowances for changes in labor and wage rates, fuel and energy adjustments, and other factors outside the framework and duration of this Contract not specified elsewhere within this Contract.

2.23 TERMINATION FOR CAUSE

This Contract may be terminated by the City for good cause, or as otherwise provided by this Contract.

2.24 LIQUIDATED DAMAGES. It is understood that the orderly and proper collection of garbage, trash, bulk trash, and recyclable materials as defined herein, is a matter of service and of vital concern to the City because of the effect which it has upon the health and welfare of its residents. Likewise, it is anticipated that occasional and minor breaches may occur during the course of the performance of this service. Since many of these are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be invoked on behalf of the Vineland City Council or its authorized representative, whose determination and certification of the same shall be final. The Director of Solid Waste shall notify the Contractor's supervisor of such violations where they can be immediately corrected. If a violation remains uncorrected for an unreasonable period, the Business Administrator, or the Director of Solid Waste may make an appropriate deduction from the next payment due in accordance with the following schedule of liquidated damages.

A. Failure of truck and crew to operate over and finish a regular route, \$250.00/ day, in addition to the liquidated damages provided in Section 2.24, 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 Trash or Recyclable Materials shall be deemed to

comprise its own route. For example, if there are ten trucks in the municipality collecting refuse on any given day, and all ten trucks fail to appear for collection, then the liquidated damages shall be \$2,500.00, in addition to the liquidated damages provided in Section 2.24. For the purposes of these specifications the failure pick up trash or recycling materials from more than ten (10) generators on a regular route shall be deemed a failure to operate and finish a regular route.

B. Failure to collect Trash, including. Recyclable Materials or bulky items, properly in place, \$25.00 per day/household. This is in addition to any fine imposed by Section 2.24.

C. Using or maintaining trucks in a leaking or unsanitary condition, \$150.00 per offense.

D. For failure to clean up immediately, spillage from the Contractor's vehicles or resulting from the collection or carting of refuse, \$100.00 dollars for each such violation.

E. For failure to place trash containers upright, in its original position, \$25.00 dollars for each location, stop and/or house.

F. Damaging (other than reasonable and normal wear and tear) or carrying away a 96 gallon or 64 gallon cart the Contractor must replace the cart or pay \$100.00 in liquidate damages.

G. Failure of any collection vehicle to be equipped with a broom or shovel as required, \$100.00 per occurrence.

H. If the Contractor 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. Acceptance by any employee of a gratuity, \$250 per occurrence.

L. For the collection and/or disposal of any unauthorized stop, \$1,000.00 per occurrence. A continuing violation of any of the above shall be considered a new violation each day.

M. Failure to provide the City with the log of complaints as required by Section 2.11A, within 1 business day, \$25.00 per day per log.

N. Failure to notify the City of any bulky waste that is not picked up due to the limitations set forth in Section 2.3A, or unauthorized trash/recycling not picked up, \$25.00 per occurrence.

O. Failure to tag bulky waste, in accordance with Section 2.3A, that is not picked up due to the limitations set forth in Section 2.3A, or tag unauthorized trash/recycling, \$25.00 per occurrence.

P. If Trash from other than the designated City of Vineland Solid Waste Collection Area is found in any of the Designated Vehicles, the Contractor will be responsible for all disposal fees for all Designated Vehicles for the date of the offense.

The parties acknowledge and agree that: (a) a material breach of this Contract resulting in the termination of this Contractor by the City of Vineland; (b) the Contractor's failure to start its performance of this Contract on January 1, 2024 for any reason; (c) the Contractor's failure to timely submit the Performance Bond required by **Section 1.7**; (d) the Contractor's failure to timely submit the Certificate of Insurance required by **Section 2.16**; (e) the Contractor's failure to maintain the insurance evidenced by the Certificate of Insurance, or required by this Contract; or (f) the Contractor's failure to timely submit any other document required by, and material to, this Contract, will cause the City, and its residents, irreparable harm, incapable of prompt and reasonable calculation, in which event the Contractor shall be responsible for payment, to the City of Vineland, of liquidated damages in an amount equal to the amount that would otherwise be due the Contractor for its performance under the terms of this Contract for the following year.

3.0 ADDITIONAL REQUIREMENTS. The Contractor shall also comply with the requirements set forth in the Attachment No. 1 and Attachment No. 3. and timely submit all required documents in time required by this Contract or in the Attachments. Attachment No. 2 has been provided solely for informational purposes.

CITY OF VINELAND

ANTHONY FANUCCI, MAYOR

PINELANDS CONSTRUCTION, LLC



FRANK EDWARDI, PRESIDENT