

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of Princeton

From: Edwin W. Schmierer, Esq., Princeton Attorney

Date: December 6, 2013

**Re: Princeton - Central Jersey Waste and Recycling, Inc.:
2014 Organic Waste Collection Contract Extension**

The Director of Infrastructure and Operations recommends that the current contract with Central Jersey Waste and Recycling, Inc. be extended for one year through January 31, 2015. When this contract was bid and awarded on November 27, 2012, the contract price of \$15.00 per month per home was committed for two years. Consequently, for this contract extension the contract price remains the same. The resolution authorizing the contract extension projects that approximately 1,200 homes in the Princeton community will participate in this organic waste collection program during the next year.

In addition to the resolution that is being circulated for your consideration, I also attach hereto the proposed contract extension.

We would appreciate your considering this matter as a part of your agenda on December 9, 2013.

EWS:kaj

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cc: *(w/enclosures)*
Robert W. Bruschi, Administrator
Kathy Monzo, Assistant Administrator/Finance Officer
Linda S. McDermott, Clerk
Robert V. Kiser, P.E., Princeton Engineer
Jack West, P.E., Princeton Land Use Engineer
Robert Hough, P.E., Director of Infrastructure and Operations
Janet Pellichero, Princeton Recycling Coordinator

**RESOLUTION 2013-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
AWARDING CONTRACT TO CENTRAL JERSEY WASTE AND RECYCLING, INC.
FOR ORGANIC WASTE COLLECTION SERVICES**

WHEREAS, Princeton has determined the need for the collection of organic waste for the Princeton community commencing February 1, 2013; and

WHEREAS, Princeton has solicited bid proposals for the same in accordance with the requirements of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:13.2(b)*; and

WHEREAS, in response to the Request for Bids, Princeton received a bid on October 2, 2012 to provide for the weekly collection of organic waste for the Princeton community commencing February 1, 2013 with the option for yearly extensions of the contract through January 31, 2018; and

WHEREAS, the Director of Infrastructure and Operations has recommended the extension of the contract for the weekly collection of organic waste for a one (1) year period commencing February 1, 2014 through January 31, 2015 and that the Contract be awarded to Central Jersey Waste and Recycling, Inc., 432 Stokes Avenue, Ewing, New Jersey 08638 for one (1) year at the not to exceed amount of two hundred sixteen thousand (\$216,000.00) dollars. (1,200 homes x \$15.00/month x 12 months = \$216,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, County of Mercer, State of New Jersey as follows:

1. The Mayor and Council of Princeton hereby award a Contract for a one (1) year period commencing February 1, 2014 through January 31, 2015 to Central Jersey Waste and Recycling, Inc., 432 Stokes Avenue, Ewing, New Jersey 08638 in the amount of two hundred sixteen thousand (\$216,000.00) dollars as set forth in the aforementioned bid specifications.
2. The Mayor and Clerk are hereby authorized and directed to execute said Contract on behalf of Princeton for the Princeton community.

A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held December 9, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this ___ day of December, 2013.

Linda S. McDermott
Municipal Clerk

**SUPPLEMENTAL ORGANIC WASTE COLLECTION CONTRACT BETWEEN
PRINCETON AND CENTRAL JERSEY WASTE AND RECYCLING, INC.**

THIS AGREEMENT made this 9th day of December 2013, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, having its principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **CENTRAL JERSEY WASTE AND RECYCLING, INC.**, 432 Stokes Avenue, Ewing, New Jersey 08638 (hereinafter referred to as "**CENTRAL JERSEY**").

WITNESSETH:

WHEREAS, **PRINCETON** solicited bid proposals for organic waste collection, removal and disposal for a one (1) year period commencing February 1, 2013 and ending January 31, 2014; and

WHEREAS, bids were publicly opened on October 2, 2012 pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A.40A:11-1 et seq.*; and

WHEREAS, **CENTRAL JERSEY** was determined to be the lowest responsible bidder; and

WHEREAS, **PRINCETON** awarded a one (1) year Contract to **CENTRAL JERSEY** for organic waste collection, removal and disposal services as referenced hereinabove on November 27, 2012; and

WHEREAS, **PRINCETON** and **CENTRAL JERSEY** wish to extend the contract for an additional year; and

WHEREAS, the total amount of the **CENTRAL JERSEY** contract for said services for the additional one-year period is not to exceed two hundred sixteen thousand dollars (\$216,000.00) based on an estimated one thousand two hundred (1,200) participating units, with

actual payment based on the number of participating units but not to exceed two hundred sixteen thousand dollars (\$216,000.00).

NOW THEREFORE, in consideration of the mutual promises set forth hereinbelow, **PRINCETON** and **CENTRAL JERSEY** agree as follows:

1. **CENTRAL JERSEY** agrees to perform said services in accordance with all of the terms of the original Contract Documents, which consist of (a) this Agreement; (b) the Bid Specifications (Addendum No. 1, Specifications and Required Bid Forms, Instructions to Bidders (Sections 1-4), Work Specifications (Section 5), Bidding Documents (Section 6.1-6.10), Contract Documents (Section 7), and List of Attachments (Attachments 1-4)); and (c) the Bid submitted by **CENTRAL JERSEY**. The Bid Specifications and **CENTRAL JERSEY**'s Bid are on file with the Municipal Clerk and are incorporated herein and made a part hereof.
2. **PRINCETON** agrees to compensate **CENTRAL JERSEY** for said services at the Bid Price and in accordance with the Contract Documents. The Bid Price for this extended term from February 1, 2014 through January 31, 2015 shall not exceed two hundred sixteen thousand dollars (\$216,000.00) based on an estimate that one thousand two hundred (1,200) households will participate in the Organic Waste Recycling Program at \$15.00/month per home during this second year of the Contract.
3. **PRINCETON**'s Chief Financial Officer has certified the availability of adequate funds as required by law.
4. **PRINCETON** and **CENTRAL JERSEY** hereby incorporate the terms of *N.J.A.C.7:26H-6.7(h)* into this Agreement as follows:

The Agreement may be renegotiated to reflect any increases or decreases in solid waste disposal costs whenever:

- a. The increase or decrease occurred as a result of compliance with an order issued by the New Jersey Department of Environmental Protection directing the solid waste to be disposed at a facility other than the facility previously utilized by the person to whom the contract has been awarded.
 - b. The increase or decrease occurred as a result of lawful increases in the rates, fees or charges imposed on the disposal of solid waste at the facility utilized by the person to whom the contract has been awarded.
5. **CENTRAL JERSEY** agrees to comply with all applicable local, state and federal laws and regulations in performing the Agreement including but not limited to *N.J.S.A. 13:1E-1 et seq.*, *48:13A-1 et seq.* and *40A:11-1 et seq.*, and *N.J.A.C. 5:34* and *7:26*.
6. **CENTRAL JERSEY** agrees to indemnify and hold harmless **PRINCETON**, and their officers, employees, agents and consultants against and from any and all liability, claims, losses or damage arising, or alleged to arise, directly or indirectly, from the performance of the work described herein including but not limited to legal costs and fees, any claims under the New Jersey Prevailing Wage Rate laws (*N.J.S.A. 34:11-56.25 et seq.*), the Americans with Disabilities Act (*42 U.S.C.A. §1201 et seq.*), the New Jersey Law Against Discrimination (*N.J.S.A. 10:5-1 et seq.*), the Worker and Community Right-to-Know Act (*N.J.S.A. 34:5A-1 et seq.*), and any and all injuries to person or property.

7. The parties to this Agreement hereby incorporate into it the Affirmative Action/Non-Discrimination Addendum attached hereto as Exhibit A.
8. The parties to this Agreement hereby incorporate into it the Business Registration and Sales and Use Tax Requirements Addendum attached hereto as Exhibit B.
9. The parties to this Agreement hereby incorporate into it the New Jersey "Local Unit Pay-to-Play Law" Compliance Political Contribution Disclosure Addendum attached hereto as Exhibit C.
10. This Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of **PRINCETON**.
11. If any portion of this Agreement is determined to be unlawful, invalid or unenforceable, then the remainder of this Agreement shall remain in effect.
12. **CENTRAL JERSEY** shall comply with all post-award contract requirements including but not limited to submission herewith of the following 1) Performance Bond, 2) Vehicle Dedication Affidavit, 3) Vehicle Description List, 4) Certificate of Insurance, 5) Affirmative Action Affidavit, 6) Equal Employment Opportunity Certification, and 7) Proposed Collection Schedule, Sections and Routes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and date first written above.

Attest:

PRINCETON

Linda McDermott
Clerk

By:

Liz Lempert, Mayor

Attest:

CENTRAL JERSEY WASTE & RECYCLING, INC.

By: _____
Frank Fiumefreddo, President