

BOROUGH OF CHATHAM  
MORRIS COUNTY, NEW JERSEY

**AGREEMENT**

**THIS AGREEMENT**, made this 28<sup>th</sup> day of February, 2011, by and between the BOROUGH OF CHATHAM, a Municipal Corporation of the County of Morris, State of New Jersey, having its principal office at 54 Fairmount Avenue, Chatham, New Jersey, 07928, (hereinafter, the "Borough"), and B&B Disposals, LLC, having its principal place of business at 174 Blanchard Street, Newark, New Jersey 07105 (hereinafter, "B&B").

**WITNESSTH**, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. B&B shall provide the necessary labor, equipment, vehicles, tools, implements, materials, and transportation to disposal facilities necessary for the adequate, proper, and sanitary collection, transportation and disposal of all solid waste set forth in accordance with the terms and conditions contained in the "Specifications for the Rebid of the Solid Waste Collection Service" dated November 19, 2010 (hereinafter, the "Specifications") on file in the Municipal Clerk's Office and incorporated herein by reference.
2. B&B shall fully and faithfully perform the aforementioned services within the Borough in accordance with the terms and conditions contained in the Specifications for a term of five (5) years commencing on March 29, 2011 and terminating March 29, 2016.
3. B&B, upon duly executing this Agreement, acknowledges and warrants that B&B is able and capable of performing all obligations under the Specifications and this Agreement.
4. It is hereby mutually agreed that the Borough is to pay and B&B is to receive the sum stipulated in the Bid Proposal herein contained or hereto annexed, as full compensation for (1) furnishing all necessary services for the collection, transportation and disposal of solid waste from the Borough as set forth in the Specifications; (2) in all respects completing the services herein

specified; and (3) fully complying with the terms and conditions of the Specifications and this Agreement.

5. The status of B&B under the Specifications and this Agreement is that of an independent contractor. As such, the work performed pursuant to the Specifications and this Agreement, in every respect, from the execution of B&B during progress of the work specified hereunder, and until final acceptance, shall be under the charge and in the care of B&B at its risk.

6. Final payment under this Agreement shall not issue without proof of settlement of any suit or action at loss or in equity of any kind whatsoever arising from the failure of B&B to comply with the terms and conditions of this Agreement, the Specifications, or State statutes, local ordinances or any rules and regulations promulgated in accordance with the provisions of such statutes or ordinances by department or agency.

7. B&B shall take out and maintain in full force and effect at all times during the life of this Agreement insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough as an Additional Named Insured indemnifying the Borough with respect to B&B's actions pursuant to the Specifications and this Agreement.

8. B&B shall indemnify and hold harmless the Borough from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of all services set forth in the Specification and this Agreement, or from any act or omission by B&B, its agents, servants, employees or subcontractors that results in any loss of life or property or in any injury or damage to persons or property.

9. B&B hereby acknowledges and agrees that in the **case** of its failure to perform any of the services set forth in the Specifications and this Agreement it is subject to certain liquidated damages as set forth in Section 5.3 of the Specifications that may be invoked on behalf of the Borough by the Director of Public Works, whose determination and certification of same shall be final.

10. The Borough's Director of Public Works shall notify B&B of all violations. If the violations are not corrected promptly, or represent after notice of the first, a repeated violation of the same requirement within a thirty (30) day period, the Director of Public Works may invoke damages and make an appropriate deduction from the next payment due the contractor in conformance with the violation schedule set forth in Section 5.3 of the Specifications.

11. B&B hereby acknowledges and agrees that it is familiar with and will comply with all applicable local, state and federal laws and regulations in the performance of this Agreement.

12. B&B may not assign, sell, transfer or otherwise dispose of its duties and obligations under this Agreement without the written permission of the Borough and the written approval of the New Jersey Department of Environmental Protection.

13. This Agreement is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation and may be cancelled annually upon sixty (60) days notice.

14. All solid waste shall be collected and disposed of under this Agreement in conformance with Section 5, "Work Specifications", of the Specifications.

15. B&B acknowledges and is required to adhere to the affirmative action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

16. B&B acknowledges and is required to adhere to all certified payroll record requirements as mandated by N.J.S.A 34:11-68, governing Employee Wage Reporting.

17. B&B acknowledges and is required to adhere to all mandatory equal opportunity requirements as mandated by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

18. This Agreement is governed by the Laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the Parties have hereunto caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

ATTEST:

  
Susan Caljean, Municipal Clerk

BOROUGH OF CHATHAM

  
Mayor V. Nelson Vaughan, III

ATTEST:

B&B DISPOSALS, INC.

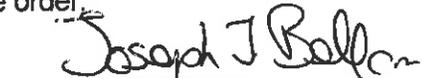
  
Adam

  
Rickey Bamber, President

ACKNOWLEDGEMENT OF THE MAYOR

STATE OF NEW JERSEY                    )  
  ) SS:  
COUNTY OF MORRIS                    )

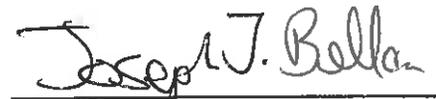
On this 28<sup>th</sup> day of February, 2011, before me personally came and appeared Mayor V. Nelson Vaughan III, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of THE BOROUGH OF CHATHAM described in and who executed the foregoing instrument; that he knows the seal of the said instrument is such seal; that it was so affixed by order of the said Municipal Corporation and he signed his name thereto by like order.

  
JOSEPH J. BELL  
An attorney-at-law of New Jersey

ACKNOWLEDGEMENT OF THE CLERK

STATE OF NEW JERSEY                    )  
  ) SS:  
COUNTY OF MORRIS                    )

On this 28<sup>th</sup> day of February, 2011, before me personally came and appeared SUSAN CALJEAN, to me known to be the Clerk of THE BOROUGH OF CHATHAM described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same as and for the act and deed of the said Municipal Corporation.

  
JOSEPH J. BELL  
An attorney-at-law of New Jersey



My Commission Expires Feb 1, 2016  
KOTARY PUBLIC OF NEW JERSEY  
SUSAN CALLEMI