

## CONTRACT

**THIS CONTRACT** is made this 7<sup>th</sup> day of November, 2012 between: **CASWORTH**, 449  
Caufield Road, Deptford, New Jersey, 08096 (hereinafter referred to as the "Contractor"); and

**MEDFORD TOWNSHIP**, 17 N. Main Street, Medford, NJ 08055 (hereinafter referred to as  
"Township").

### WITNESSETH:

In consideration of the promises and agreements as set forth below, the Contractor and the  
Township agree as follows:

1. The Township's Bid Specifications and the Contractor's Bid are hereby  
incorporated herein by reference as if set forth herein at length. In the event of a dispute between  
the terms of this Contract and the terms of the Bid Specifications and Bid, the terms shall be read  
in the first instance with the intent to harmonize the terms. In the event of a direct conflict in  
terms, the terms of the Bid Specifications shall control.

2. The Contractor will establish a phone number and a primary point of contact to  
receive and return calls relating to general information, questions or complaints  
about the solid waste collection.

3. **MAINTENANCE OF RECORDS.** The Contractor shall maintain all records of  
all work conducted within the Township pursuant to the Bid Specifications and Contractor's  
response. The Township shall have free and unfettered access to the Contractor's records to  
allow for review and communication between the parties to ensure that the contract is being  
properly performed.

4. **CHANGE IN CONTRACT:** Changes in this contract will be permitted only upon  
written mutual agreement of the Contractor and the Township, and consistent with the Bid  
Specifications process and the law.

5. **TERM AND PAYMENT:** This Contract shall be for a five year period, in accord  
with Contractor's response to the Bid Specifications, which has been calculated at the time of the  
contract based upon existing conditions and demands as follows:

Year	Price Per Unit	Annual Cost
1	\$4.90	\$ 499,800.00
2	\$4.90	\$ 499,800.00
3	\$4.92	\$ 501,840.00
4	\$4.93	\$ 502,860.00
5	\$4.94	\$ 503,880.00

6. **INSURANCE.** The Contractor shall provide liability insurance in the amount set forth in the Bid Specifications. The Township shall be named as an additional insured on the Contractor's policy. Contractor shall provide Township with a Certificate of Insurance evidencing this liability coverage. The Contractor agrees to provide the Township with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change to said policies. In the event of such cancellation or change, the Contractor shall provide replacement insurance in accord with the same criteria.

7. **AFFIRMATIVE ACTION CLAUSE:** During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.

(b) The Contractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex,



affectional or sexual orientation.

(c) The Contractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer advertising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

(e) The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The Contractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

(h) The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conforms with the applicable employment goals, consistent with

the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(i) The Contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. **NOTICES.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Contract shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed the Township Manager at the addresses identified in this Contract.

9. **CHOICE OF LAW.** Any dispute under the Contract or related to this Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. **ENTIRE CONTRACT.** This Contract represents the entire agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

11. **SEVERABILITY.** If part of this Contract shall be held to be unenforceable or invalid the rest of the Contract shall nevertheless remain in full force and effect.

12. **WAIVER.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right

or power at any other time.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract, the day and year first above written.

CASWORTH

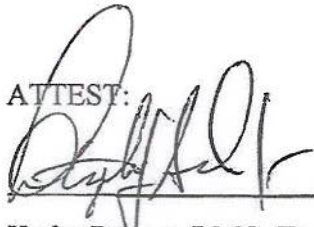
ATTEST:

  
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By:   
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MEDFORD TOWNSHIP

ATTEST:

  
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Kathy Burger, RMC, Township Clerk  
Christopher J. Schultz,  
Township Manager

By:   
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James "Randy" Pace, Mayor