

CITY OF VINELAND

RESOLUTION NO. 2014- 549

RESOLUTION AUTHORIZING AN AGREEMENT WITH EASTER SEALS SOCIETY OF NEW JERSEY, INC., (ESSNJ) FOR THE YEAR 2015 TO ASSIST WITH THE COLLECTION OF ROAD SIDE LITTER AND ILLEGAL DUMPING CLEANUPS FOR THE CITY OF VINELAND UNDER THE NJ CLEAN COMMUNITIES PROGRAM.

WHEREAS, the City of Vineland desires to enter into an agreement with the Easter Seals Society of New Jersey Inc., (ESSNJ) for assistance with the collection of litter on City streets, roads and public lands under the City of Vineland Clean Communities Program, and

WHEREAS, the funding for this program through the **2015 Clean Communities Grant**.

THEREFORE BE IT RESOLVED THAT, the contract is for 12 months from January 1, 2015 through December 31, 2015:

Contract Term:

(Funded through 2014 Clean Comm. Grant)

January	20 days @ \$194.43 = \$ 3,888.60
February	19 days @ \$194.43 = \$ 3,694.17.
March	22 days @ \$194.43 = \$ 4,277.46
April	21 days @ \$194.43 = \$ 4,083.03
May	20 days @ \$194.43 = \$ 3,888.60
June	22 days @ \$194.43 = \$ 4,277.46
July	22 days @ \$194.43 = \$ 4,277.46
August	21 days @ \$194.43 = \$ 4,083.03
September	21 days @ \$194.43 = \$ 4,083.03
October	21 days @ \$194.43 = \$ 4,083.03
November	17 days @ \$194.43 = \$ 3,305.31
December	22 days @ \$194.43 = <u>\$ 4,277.46</u>

GRAND TOTAL: \$48,218.64

WHEREAS, the Local Public Contracts Law (NJSA 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts without competitive bids and the contract itself be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. Mayor and City Clerk are hereby authorized and directed to execute an agreement with Easter Seal Society of New Jersey, Inc., for assistance with the collection of litter on City streets, roads and public lands under the City of Vineland Clean Communities Program for the period of **12 months from January 1, 2015 as stated above**, and as authorized by the Assistant Director of Solid Waste Management through the Purchasing Agent, for a **total of \$48,218.64**.
2. THAT this contract is awarded without competitive bidding in accordance with 40A:11-5(1)(n) of the Local Public Contract Law which states that competitive bidding is not required for the doing of any work by handicapped persons employed by a sheltered workshop.
3. THAT a notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

**CITY OF VINELAND
AND
EASTER SEALS NEW JERSEY, INC.
AGREEMENT 2015**

THIS AGREEMENT is entered into by and between the CITY OF VINELAND, State of New Jersey (Contractor) and EASTER SEALS NEW JERSEY, INC. (Contracting Agency) on this 1st day of January 2015 as follows:

DEFINITIONS

For the purpose of this document, the following terms shall have meaning as stated below.

ANNEX - Means attachments to this contract containing policies and procedures which are part of this agreement.

CONTRACT - The contract constitutes the entire agreement between the parties. It consists of this document and annex (es).

NOTICE - Means an official written communication between the contractor and the contracting agency. All notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified on the signatory page.

CONTRACTOR - EASTER SEALS NEW JERSEY, INC.

CONTRACTING AGENCY - CITY OF VINELAND, State of New Jersey.

TERMINATION - Means an official cessation of this contract, taken by the Contractor or the Contracting Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to end of term.

ARTICLE I

BASIC OBLIGATION OF THE CONTRACTING AGENCY:

- A. **PAYMENT** - As established, payment for Contract services shall be based on allowable expenditures. Payment will be made within thirty days (30) days of receipt of properly certified and tabulated invoice from the Contractor. The Contract price payable by the Contracting Agency to the Contractor is not to exceed of **\$48,218.64** this contract term (payable at \$194.43 per pickup day during the Contract term). For any time missed or not having workers available the City will deduct the amount from their payment to Easter Seals.
- B. **WORK CONDITIONS** - The Contracting Agency shall at all times provide a safe working environment and equipment in proper operating order and will at no time place any worker in a unsafe condition. A work day is not to exceed six and one half (6.5) hours.
- C. **WORK ENVIRONMENT AND EQUIPMENT** - All work will be completed within the boundaries outlined on the submitted City Map and at the facilities of the Contracting Agency. The Contracting Agency will be responsible for providing physical space and equipment necessary to carry out all job duties related to work activities.

ARTICLE II

OBLIGATION OF THE CONTRACTOR:

- A. **CONTRACT REQUIREMENTS** - The Contractor will, at all times, meet the scheduling and quality demands required by Contracting Agency, work to be performed minimum 6.5 hours per day.
- B. **STAFF AND EMPLOYEES** - The Contractor will provide all the necessary staff and workers to meet the scheduling of quantity demands of the Contracting Agency at the locations identified on the map supplied by the Contracting Agency. The crew size for the project will total two (2) people, supervisor/driver and (1) worker.
- C. **WAGES** - The Contractor agrees to comply with all federal and state wage and hour regulations. All personnel involved in the project will be employees of the Contractor. The Contractor will remunerate all workers for all hours worked.
- D. **INDEMNIFICATION** - The Contractor shall defend, indemnify and otherwise save harmless the City of Vineland from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the cost of defense which may arise from acts or omissions, except those acts or omissions of the City of Vineland.
- E. **BILLING** - The Contractor shall invoice the City of Vineland for all monthly cost no later than five (5) working days from the end of each month from which work was completed (Vouchers must be submitted at least ten (10) Working days prior to each month's Council meeting). Cost will not exceed the amount set forth in this agreement.

ARTICLE III

SERVICE TO BE PERFORMED BY THE CONTRACTOR

- A. The provision of all labor involved in the collection of Litter on the assigned City Streets and/or roads, five (5) days per week for the months of January through October, and the remainder of the year provided funding is received from the State of New Jersey as proposed.
- B. The work day will begin and end at the Public Works Yard currently located at 1086. E. Walnut Road, Vineland, New Jersey) and will be for a duration of 6.5 hours plus 0.5 hour lunch. Total crew hours per work day to be 13 working hours (6.5 hours x 2 = 13 hours).
- C. Starting time generally will be 7:30 a.m. until 2:30 p.m. Starting time may be adjusted during the year with the mutual consent of the Director of Public Works **and** Asst. Dir. of Solid Waste Mgt. or their designee.
- D. Work days may be cancelled due to adverse weather conditions with the mutual agreement of both parties.
- E. The Contractor will recycle and remove from the assigned Street and/or roads, all glass, plastic, cans, paper, cardboard, and any other recyclable material.

- F. The Contractor will provide liability insurance coverage for its employees while working on Litter Project.

ARTICLE IV

SERVICES TO BE PERFORMED BY THE CONTRACTING AGENCY

- A. The City of Vineland will furnish a vehicle to be used to collect all City litter, and maintain said vehicle in proper operating condition. The City of Vineland holds vehicle insurance for this vehicle and shall hold the contracting agency harmless for damage to the vehicle.
- B. The City of Vineland will provide plastic collection bags, safety vest, back supports, highway caution and/or warning signs.
- C. Any changes in scheduling due to adverse weather or other conditions will be discussed with the Contractor and changed to a schedule, acceptable to both parties. All work assignments are to be made by a City supervisor or representative.

ARTICLE V

- A. **TERMINATION BY PARTIES** - Either the City of Vineland or the Contractor may terminate this contract upon thirty (30) calendar days advanced written notice. If this Contract is terminated under this section, the Contracting Agency will settle all accounts with the Contractor.
- B. **TERMINATION FOR CAUSE BY CONTRACTOR** - If the Contracting Agency is not or has not been in compliance with any provision(s) of this Contract, the Contractor must provide the Contracting agency with a written notice of a 10 day period to cure. If not cured within an agreed upon timeframe, the Contractor may place the Contracting Agency in default of this Contract and may terminate this contract upon ten (10) days written notice.
- C. **TERMINATION BY CONTRACTING AGENCY** - If the Contractor is not or has not been in compliance with provision of this contract, the Contracting Agency must provide the Contractor with a written notice of a 10 day period to cure. If not cured within an agreed upon timeframe, the Contracting Agency may place the Contractor in default of this Contract and may terminate this contract upon ten (10) days written notice.

ARTICLE VI

TERM OF CONTRACT:

- A. This contract shall commence on January 1, 2015 and shall expire on December 31, 2015. If for some unforeseen reason a situation arises that the contract and resolution for the following year is not approved and passed by Council and the Mayor of the City of Vineland by December 31st of the existing year, then the contract will remain in effect for an additional time period in which a change order will have to be approved by City Council. During this time all terms, conditions, obligations and payments as stated in the 2014 agreement will continue.

If either the contractor or the contracting agency does not have the contract/agreement signed before January 31st of the new year than the services will terminate immediately on January 31st until such time that all contracts and resolutions are completed.

LIABILITY:

- A. The Contractor, Easter Seals New Jersey, Inc. shall submit proof of professional Liability insurance with a \$500,000 minimum limit of liability. Said insurance shall remain in full force and effect during the life of this project. The City of Vineland is to be provided thirty (30) days notice of cancellation and/or non-renewal of the policy if said policy is canceled or not renewed during the life of this project. A copy of the policy with this thirty (30) day provision shall be provided to the City before any payment will be made to the contractor.
- B. The City of Vineland will not honor any invoices submitted for work done other than that stipulated under this purchase order contract unless previously authorized in accordance with State of New Jersey Local Finance Board Regulations 5:30-14-4 through the Business Administrator's office.

ARTICLE VII

CONTRACT SIGNATURES AND DATES:

- A. The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of this Contract as set forth in the previous pages. Each party has caused the signature of its appropriate officers and officials to be placed upon this document.

CONTRACTOR:
EASTER SEALS NEW JERSEY, INC.

CONTRACTING AGENCY
CITY OF VINELAND
STATE OF NEW JERSEY

BY: See Below

BY: _____
MAYOR, Ruben Bermudez

BY: _____
Cheryl Young
CHIEF FINANCIAL OFFICER

BY: _____
Keith Petrosky
CITY CLERK

EASTER SEALS NEW JERSEY, INC
20 Bogden Blvd.
Millville, NJ 08332

CITY OF VINELAND
640 E. Wood Street
Vineland, NJ 08360