

BOROUGH OF MOONACHIE

REQUEST FOR PROPOSAL

**SPRINGTIME CURBSIDE COLLECTION OF
GRASS, YARD WASTE AND TREE TRIMMINGS**

**CONTRACT PERIOD:
APRIL 6, 2022 TO JULY 27, 2022**

**PROPOSAL SUBMISSION DATE:
MARCH 30, 2022 BY 11:00AM**

**MAIL TO:
BOROUGH CLERK
BOROUGH OF MOONACHIE
70 MOONACHIE ROAD
MOONACHIE, NJ 07074**

**HAND DELIVER TO:
BOROUGH CLERK
BOROUGH OF MOONACHIE
70 MOONACHIE ROAD
MOONACHIE, NJ 07074**

**PHONE 201-641-1813
FAX: 201-641-9542
E-MAIL: tciannamea@moonachie.us**

Section 1.00

PROPOSAL

The undersigned, having carefully inspected the Borough of Moonachie either personally or through its duly authorized representative, and also having carefully read the proposal hereby proposes to comply with said requirements and to furnish all labor, equipment, services and facilities in accordance with said form of contract, and the contract documents mentioned herein and to commence said performance on April 6, 2022.

The basic consideration which the undersigned requires and proposes for the said performance is as follows:

The Borough pays all fees, taxes, and surcharges and/or receives the revenue generated from the marketing of the above designated recyclable materials.

The furnishing of a curbside collection and recycling service one (1) time per week on Wednesdays from April 6, 2022 to July 27, 2022 of the contract period and consisting of the following items:

1. Grass clippings, leaves and/or yard waste in up to six (6) containers or compostible paper bags per residential unit.
2. Tree trimmings cut and tied in not more than four (4) bundles per residential unit.

PROPOSED COST FOR FOUR (4) MONTHS FROM APRIL 6, 2022 THROUGH JULY 27, 2022.

_____ DOLLARS

\$ _____

Name of Firm or Individual _____

Signature _____

Title _____

Date _____

SECTION 2.00

GENERAL SPECIFICATIONS

Contractors are hereby advised that upon the award of the service contract, all items, conditions, provisions and procedures set forth in the Notice to Parties. Instructions to parties and the Specifications both General and Detailed and all forms and affidavits pursuant thereto shall be a part of the service contract. Except as may otherwise hereinafter set forth, the term "Contractor" shall mean the lowest responsible party to whom the service contract has been awarded and has executed and delivered such contract to the Borough of Moonachie.

2.01 OBLIGATION OF CONTRACTOR: Contractor shall, at his/her or its own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and the service contract, furnish all the material, labor and equipment for the collection and disposal of grass clippings, yard waste, and tree trimmings, as defined herein, with the Borough of Moonachie, from all serviced units subject to collection under these specifications.

2.02 SUPERVISION OF CONTRACTOR: The contractor shall have available a designated supervisor who may be contacted at a local telephone between the hours of 9:00 A.M. and 5:00 P.M., Monday through Saturday, to respond to any inquiry or complaint in connection with the services being provided hereunder.

2.03 NOTICE TO CONTRACTOR: The location or place of business designated in the bid or proposal upon which the service contract is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notice, letters, and other communication shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may be of necessity be hereafter dispatched may be sent by regular mail, and the Contractor shall be deemed to have received said notice. If the document in question has been addressed to the Contractor at the aforesaid address and has been deposited in a post-paid wrapper in any Post Office box regularly maintained by the United States Post Office, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service, by mail as prescribed herein.

2.04 INSPECTION: The Borough of Moonachie or its authorized representatives may inspect the collections being made pursuant to the service contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisor of the Contractor.

2.05 COMPETANT WORKERS TO BE EMPLOYED: The Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the service contract, and the Contractor shall furnish a list of all personnel to be employed to the Borough of Moonachie if and when requested to do so.

2.06 WORKERS COMPENSATION: The Contractor shall immediately, upon notification that it has been designated as the successful bidder, take out and subsequently maintain Workers Compensation Insurance with an insurance carrier acceptable to the Borough of Moonachie in order to fully protect both the Contractor's employees and the Borough of Moonachie as required by existing law, and Contractor shall make the necessary adjustments to such coverage in order to conform with any subsequent changes in said law which may occur during the term of service contract.

2.06(a) REGULATION OF SERVICE: All the work shall be subject to such reasonable rules, schedules of operation and regulations as shall be prescribed from time to time by the Borough Council or its authorized agent. The entire service shall be conducted and managed subject to and in harmony with all ordinances and laws of the Board of Health, and Borough of Moonachie, and the State Board of Health, and of the provisions of the contract executed. Any and all permits required to be obtained from any Borough, Board of Health of any other municipal agency or required governmental agency shall be obtained by the Contractor at his expense.

2.06(b) BEHAVIOR OF EMPLOYEES: It is the intent of these Specifications to provide a neat, courteous and obliging curbside recycling service. To this end, neither the Contractor, his agents or employees shall solicit or be permitted to solicit gratuities of any kind for or during the performance of any work in connection with the curbside service, the Contractor and his agents and employees shall be polite and courteous at all times to the householder and shall give them within reason, the benefit of the doubt in all disputes. If containers are destroyed by the Contractor's employees or removed by mistake, the Contractor shall have them replaced at his expense with new ones equally good as the originals; the Borough; however, shall not be responsible for same. The Contractor shall be responsible for and shall control and discipline any of his agents or employees who are neglectful, or careless in the service, or who unnecessarily damage receptacles or other property of citizens, or who are discourteous or insolent to any citizen, and failure to so discipline or control said agents or employees may be construed by the Borough of Moonachie as a default made by the Contractor and a material breach of contract.

2.07 INSURANCE: Contractor shall take out and maintain during the term of the service contract, at the Contractor's own expense, the following policies of insurance:

- A. Public liability insurance for both Bodily Injury and Property Damage;
- B. Automobile Insurance with respect to both Personal Injuries and Property Damage.

The aforementioned policies of insurance, which shall be maintained in amount to be hereinafter set forth, shall be specifically designed to protect the Borough of Moonachie from all claims and damages, including wrongful death claims, or any kind or nature whatsoever, which may arise from the operation of the Contractor in the performance of the service contract whether such operations be controlled by the Contractor or by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of the Service Contract.

All of the insurance policies herein mentioned, including the Workers Compensation Policy, shall be written with the companies acceptable to the Borough of Moonachie and authorized to do business in the State of New Jersey and shall be obtained and properly endorsed to the Borough before any operations of the Contractor are commenced within the Borough of Moonachie; and said policies shall

remain in full force and effect until the expiration of the term of the service contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise deposit with the Borough either the original policies of insurance herein mentioned, or true legible copies thereof.

Each and every policy of insurance herein mentioned, including the Workers Compensation Policy, and required pursuant to the terms of the service contract, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Borough of Moonachie at least thirty (30) days prior to the effective date of any such modification, alteration or cancelation.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Borough of Moonachie from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other insurance coverage shall likewise extend to and include, all direct or indirect employees of the Contractor and shall include policies of liability insurance on all vehicle and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the service contract. In this regard Contractor will provide Borough with a written up dated schedule of vehicles and equipment which it intends to dedicate for the purpose herein. The said schedule shall be updated in accordance with any changes by the Contractor.

The amounts of the aforesaid insurance coverage shall be as follows:

- a. Public Liability Insurance Policy shall be in an amount of not less than \$1,000,000.00 for personal injuries, including the wrongful death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.000 on account of one accident, and said policy shall contain property damage insurance coverage in the amount not less than \$1,000,000.00 for each incident and for an aggregate limit of not less than \$1,000,000.00. Comprehensive General Liability Insurance Policies in standard form, to include the occurrence clause and the Comprehensive General Liability Broadening Endorsement (GL 0404 or equivalent).
- b. The coverage of all automobile insurance shall provide that the coverage for each automobile, truck, vehicle or other equipment used in the performance of this contract shall be in an amount not less than \$1,000,000.00 for personal injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount of not less than \$1,000,000.00 on account of one accident.
- c. Property Damage Insurance with respect to each automobile, truck, vehicle or other equipment used in the performance of this contract shall provide for coverage in an amount not less than \$250,000.00 on account of any one accident.
- d. \$4,000,000.00 Excess Liability Insurance Policy and CSL in addition to the above stated coverages. The \$4,000,000.00 shall be for each occurrence and in addition a \$4,000,000.00 annual aggregate shall be included therewith.

2.08 CORRECTION OF BREACHES OF NON-PERFORMANCE: In the event that the Contractor shall be in default of the service contract or if the Contractor should ever fail to collect materials required herein and such default or failure shall be uncured for a period of three (3) consecutive scheduled working days, the Borough may, at its option, render this contract in default.

The foregoing option of the Borough, upon any default or failure by the Contractor, is cumulative to its other legal and equitable rights; therefore upon any material breach hereunder, the Borough may likewise have the option of simply notifying Contractor's surety on its Performance Bond of the Contractor's breach and demanding that the surety complete the Contractor's obligation hereunder or forfeit the penal amount of its said bond, or the Borough may likewise at that time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason of said breach.

It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike; lockout; destruction of or damage to or interruption, suspension or interference of God, fires, explosions or other matters beyond the reasonable control of the Contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers, or permits, changes in laws, regulations or ordinances or emergency, the Contractor shall not be considered in default or breach of the service contract by reasons thereof, provided, however, that the Borough of Moonachie's cost of performing the work specified in the service contract to be done during such period shall be charged to the Contractor as in the case of a default by Contractor. This paragraph is not intended to permit a shifting of any increased cost in expense to the Borough as a result of an occurrence defined herein and Borough shall only be obligated to pay the contract amount to Contractor during the contract period.

2.09 PAYMENTS: Contractor will be paid by the Borough of Moonachie on a monthly basis on or before the last day of the succeeding month. Payments shall be made in monthly installments of 1/4 of the yearly unit contract price. The Contractor must prepare and file an invoice for each month's payment on or before the tenth day of said succeeding month to permit its proper review by Borough officials and the maintenance of the payment schedule.

2.10 ASSIGNMENT: Neither the service contract nor any portion thereof nor any of the proceeds thereof may be assigned, sublet or transferred to any person, firm or corporation, except upon the prior written consent and approval of the Borough of Moonachie.

2.11 NO WAIVER OF CONTRACT: No violation, breach or failure of performance shall be deemed to be waived by the Borough of Moonachie because of payment, nor be deemed to be a waiver by the Borough of Moonachie of its right to cancel the service contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public nor shall it operate to void or annul any of the other terms of conditions herein contained.

2.12 LIQUIDATED DAMAGES: In addition to the other remedies provided for herein and in the event of the neglect or failure of the Contractor to remove grass clippings, yard waste, and tree trimmings, as more specifically described herein from any premises in the Borough on the day when collections should be made and where the same shall have been properly placed for removal, prior to the passing of the Contractor, the Contractor agrees to pay the Borough of Moonachie twenty-five (\$25.00) dollars as

liquidated damages for each and every such failure of neglect, to be deducted from his next regular payment.

The Contractor shall pay to the Borough of Moonachie as liquidated damages the sum of two-hundred fifty (\$250.00) dollars for each other failure to comply with the requirements of these Specifications if the Borough shall so elect, and it shall be deemed to a violation of the Specifications, if the Contractor shall permit any of his drivers or other employees to collect or remove grass clippings, yard waste, and tree trimmings as more specifically described herein in any other way other than as provided herein, or according to any rules hereafter adopted by the Borough Council, or permit the deposit of any such matter upon property within the limits of the Borough, otherwise than as herein specified.

If the Contractor fails to perform the work in accordance with the Specifications or if he performs the work in an unsatisfactory manner after notice from the Borough or its duly authorized representative has been given, then and in that event, the Borough Council may declare the Contractor in default of his contract and may proceed either to perform the work required under the contract at its own expense, charging the cost thereof against the monies to which the said Contractor would have been entitled for the faithful performance of the said contract, or it may contract with some other Contractor the performance of this Contract or work contracted to be done by the Contractor, charging the cost and expense thereof in like manner. And in any event, in addition to the aforesaid, the Contractor shall remain responsible for any and all costs incurred by the Borough in having the work which the Contractor failed to do, done, and the same shall be recoverable from the surety company according to the terms of the bond.

The Contractor further agrees that in the event of any default in the performance of the work required hereunder, to reimburse the said Borough of Moonachie for all costs, expenses, and damages the said Borough of Moonachie may incur in completing the work in accordance with the contract let under these Specifications.

It is also mutually agreed that if the Contractor is declared by the Council to have defaulted in the performance of the contract, he will pay the Borough in addition to the other costs, expenses and damages five hundred (\$500.00) dollars per day for each day he is in default, as liquidated damages and not as penalty.

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of any State or Federal laws, that such adjudication shall in no way terminate the liability of the Contractor under this contract insofar as the liability of the surety company under its bond is concerned; the said surety company shall continue to be liable to the Borough under the bond furnished as though said Contractor had been so adjudicated insolvent or bankrupt as a default, and such adjudication or insolvency or bankruptcy may be construed by the Borough of Moonachie by the Contractor.

2.13 PROVISION OF LAW: The within contract is subject to the provisions of the following statutes, executive orders, legislation, and same are hereby incorporated by reference and made a part hereof as though fully set forth:

A. N.J.S.A. SS10:2-1; 34:10-1; 34:9-1; 34:9-2, and 40:503 together with revisions thereof.

B. Federal Executive Order No. 11246 entitle "Equal Employment Opportunity," as amended by Executive Order No. 11375; and as supplemented in the Department of Labor Regulations (41 CFR, Part 6D).

C. The Copeland "Anti-Kick Back" Act (18 U.S.C. 874), as supplemented by Department of Labor Regulations (29 CFR, Part 3).

D. David-Bacon Act (40 U.S.C. 276(1) to (a)-7) and as supplemented by Department of Labor Regulations (29 CFR, Part 5)

E. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5)

F. New Jersey Prevailing Wage Act (Chapter 150, Laws of 1968) and the New Jersey Affirmative Action Program, as promulgated by the State Treasurer (PL 1975, c. 127). The prevailing wage rate determination by the New Jersey Department of Labor and Industry is on file with the Borough and is herein made a part of these Specifications.

G. All other provisions of law pertaining to the within work:

The specific statutory sections made reference to herein shall apply to this contract only to the extent that such provisions are valid and enforceable at the time of the execution of the required service agreement.

2.14 EXTENSION OF CONTRACT: The Borough of Moonachie maintains the unilateral right to extend the contract on an emergency basis for a period not to exceed four (4) months under the existing terms of the contract.

SECTION 3.00

DETAILED SPECIFICATIONS

DEFINITIONS

3.01 RECYCLABLE MATERIALS: For purposes of this proposal and any Bid or Service Contract pursuant hereto, designated recyclable materials shall consist of grass clippings, yard waste and tree trimmings not exceeding six (6) inches in diameter and cut into four (4) foot lengths.

3.01.1 RECYCLING RECEPTACLE: Grass clippings and yard waste shall be placed in containers or in compostable paper bags. Container shall be water tight and of metal or plastic with a tight-fitting cover and handles. Tree trimmings shall be tied in bundles not exceeding four (4) feet in length.

3.01.2 MUNICIPAL FACILITIES: This shall refer to Borough municipal facilities which are subject to collection under the terms of this contract without additional charge to the Borough. Those facilities are identified as follows:

- Municipal Building
- Fire Department
- First Aid Building
- Robert I. Craig School
- Department of Public Works

SECTION 3.02

COLLECTION

3.02.1 SCHEDULE AND TIME: The contractor shall collect leaves, grass clippings, yard waste and tree trimmings as defined herein, throughout the Borough of Moonachie on routes and schedules so that each street and property thereon will have once a week collection beginning April 6th of the contract period and continuing through July 27th of said contract period. The collection schedule shall provide for once-a-week collection. **The entire Borough shall be collected on a Wednesday and/or such other day designated by the Borough.**

It is further agreed and understood that the once-a-week collection service provided for in this paragraph may be notified by the Contractor and the Borough on a mutually agreeable basis in the event that such different collection schedule is warranted by the parties.

3.02.2 HOLIDAYS: Grass clippings, yard waste and tree trimmings removal will not be performed on the following holidays:

New Years' Day	Columbus Day
Martin Luther King Jr. Day	Election Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day Observed	Christmas Day
Labor Day	New Year's Eve

Holiday Amendments: Should the disposal site be closed and unavailable to the Contractor as a result of additional holidays granted or disposal site closing and not under the Contractor's control, it will be the Contractor's obligations to notify the Moonachie Borough Administrator thirty (30) working days in advance of the unanticipated holiday or as soon as discovered in the case of a disposal site closing.

Note: If a designated holiday or closing of disposal site occurs on a collection day, the Contractor shall pick up all grass clippings, yard waste and tree trimmings on the day after such holiday or disposal site

closing. In any event, Borough and Contractor may deviate from the schedule if such deviation is in the mutual best interests of the parties.

302.3 HOURS: Collection shall be made, commencing no earlier than 6:00am and no later than 8:00am, prevailing time, and shall be continuously pursued until the routes are completed, which completion time shall not be later than 3:00pm, prevailing time, except in cases of unusual delay, emergency or breakdown. Any deviations from these hours must be reported to the Borough Administrator. Such hours may be changed upon order of the Mayor and Council.

302.4 POINTS OF COLLECTION: All grass clippings, yard waste, and tree trimmings to be collected, removed, and disposed of shall be placed between the curb and sidewalk or within five (5) feet of improved roadway, whichever shall apply at one (1) collection point. This shall include all streets, accepted or otherwise, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough of Moonachie if the condition of the street would prevent access thereto by the Collector's trucks.

3.02.5 PREPARATION OF GRASS CLIPPINGS, YARD WASTE, AND TREE TRIMMINGS FOR COLLECTION: Designated grass clippings, yard waste, and tree trimmings, shall be thoroughly drained of all water and placed in a proper receptacle.

Grass clippings and/or yard waste shall be placed for collection in up to six (6) containers or compostable paper bags. Containers shall have a capacity of not more than 32 gallons and shall not exceed seventy (70) pounds when full.

Tree trimmings shall be cut into four (4) foot long lengths and tied in bundles not exceeding fifty (50) pounds. Tree trimmings shall not exceed six (6) inches in diameter.

Tree trunks, tree stumps, and tree trimmings exceeding six (6) inches in diameter are not included for collection.

3.02.6 VOLUME TO BE COLLECTED: Each serviced unit shall be entitled to set out for collection on each collection day a volume not to exceed six (6) containers and/or compositable paper unit shall also be entitled to set out for collection a volume not to exceed four (4) bundles of tree trimmings.

3.02.7 PLACES OR COLLECTION: The collection shall be made from all units throughout the Borough of Moonachie and all municipal facilities listed therein.

3.02.8 MANNER OF COLLECTION: Collection shall be made with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances. All empty containers and lids should be placed on the curb or point of pick up. Under no circumstances shall same be left in the street.

3.02.9 DISPOSITION OF DESIGNATED RECYCLABLE MATERIALS: In accordance with the Bid awarded, the Borough shall provide a list of names and addresses of those markets where it intends to sell the grass clippings, yard waste and tree trimmings collected.

3.02.10 FEES AND STATE TAXES AND SURCHARGES: It shall be the Borough's obligation to pay for all disposal fees and any and all taxes and surcharges levied as a result of the service obligations set forth herein. Social Security, unemployment compensation and all other related employee taxes and fringe benefits shall be paid directly by the Contractor with no obligation on the part of the Borough to pay same.

3.02.11 CONTRACTOR'S TONNAGE VERIFICATION: It is the Contractor's obligation to verify, to the satisfaction of the Borough Administrator, the tonnage of all grass clippings, yard waste and tree trimmings delivered to the recycling vendor on a form and in a manner acceptable to the Borough. The Contractor shall not mix any other solid waste with these grass clippings, yard waste, and tree trimmings authorized by the Borough.

EQUIPMENT AND PERSONNEL

NUMBERS AND TYPES OF VEHICLES: The Contractor shall furnish proof that he has a minimum of two (2) compactor trucks and/or any other appropriate vehicle necessary to complete the required services (not more than five (5) years old) titled to the bidder, which are available for the performance of this contract. Said compactor trucks and/or any other appropriate vehicle necessary to complete the required services shall be of adequate capacity to perform specified requirements and complete the required services. Said trucks shall be at all times in good and proper mechanical condition and in compliance with the minimum safety and sanitary regulations and laws of the State of New Jersey, County of Bergen, and Borough of Moonachie. All such trucks shall be specifically designated to prevent leakage of any liquids of fluids.

CONDITIONS AND APPEARANCE OF VEHICLES: All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so that refuse may spill or drop in the highways or maintained as to permit the leakage of fluids. All trucks shall be regularly cleaned and kept in proper condition. Trucks and equipment shall likewise be of a uniform color and shall bear the name and address of the Contractor plainly visible on both cab doors.

CLEANUP: Each truck shall have at least one broom and shovel to clean up any refuse that may be spilled or otherwise scattered during the process of collection and any type of spill, including liquids, etc. to the satisfaction of the Borough. It is the obligation of the Contractor.

EQUIPMENT AND PERSONNEL: The Contractor shall file with the Borough Administrator a list of all vehicles, equipment and personnel with identification information thereon. Change in equipment and personnel shall be promptly reported to the Borough Administrator so that at all times his record will be correct and accurate.

There shall be a sufficient number of employees (including Contractor) regularly in the employ of the Contractor throughout the term of the contract to enable the Contractor to collect all designated recyclable materials as more specifically described herein to be collected under the contract from the entire Borough in one day each week or one day every other week.

There shall be back-up equipment of sufficient size and sufficient quantity to comply with the terms hereof, such backup equipment to be disclosed by way of attachment to bid and approved as adequate in his sole discretion, by the Borough Engineer.

STORAGE OF EQUIPMENT: The Contractor at his expense shall store and park his equipment at a convenient and lawful place. No trucks or equipment may be parked or stored on Borough streets except during collection periods.

OFFENSIVE EMPLOYEES: The Borough Administrator or his authorized representative, may request appropriate disciplinary action for any employee of one or more of the following offenses during working hours; and, the Contractor shall comply with that request as promptly as possible:

Intoxication

The use of loud, profane, vulgar or obscene language.

The solicitation of gratuities or tips from the public for service to be performed hereunder.

The refusal to collect or handle refuse as herein required and defined.

The wanton or malicious damage or destruction of containers or receptacles.

The wanton or malicious scattering or spilling of the waste to be collected under this contract.

Any act that may constitute a public nuisance in the performance of this contract.

CONTINGENCIES: Nonperformance or its obligations by the Contractor which are substantial and/or such as to endanger the health and welfare of the residents of the Borough may; at the option of the Borough, be sufficient cause for the Borough to terminate the contract and/or to require performance under the Performance Bond of the Contractor provided; however, that such option shall not be exercised if the nonperformance is caused by: unavoidable causalities to more than a majority of the collection trucks of the Contractor for a period not exceeding three (3) continuous days or a strike or strikes of other labor disputes of the employees of the Contractor which prevent operation of the Contractor's collection of trucks for a period not exceeding three (3) continuous days; legal acts of duly constituted public authorities, other than the Borough if such acts are not provoked by any act of omission or commission by the Contractor; any act of God and/or Nature; civil disturbances and/or war.

Nonperformance by the Contractor for whatsoever reason, of whatsoever nature and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of the Borough shall be just cause at the option of the Borough for a deduction by the Borough on monies it expends to provide the services hereunder which would otherwise be due the Contractor for performance hereunder.