SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2020-44

April 9, 2020

RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AWARD OF A QUOTE FOR REMOVAL, TRANSPORTATION AND RECYCLING OF TIRES TO WASTE MANAGEMENT

WHEREAS, The Salem County Improvement Authority ("SCIA") has a need for removal, transportation and recycling of tires; and

WHEREAS, Waste Management of New Jersey, Inc. ("Waste Management") submitted a quote for marketing of tires, which includes removal, transportation and recycling on March 30, 2020; and

WHEREAS, SCIA finds the quote from Waste Management to be acceptable and desires to award the quote to them for the services as described in the quote documents; and

WHEREAS, funds are available in the full amount of the contract for marketing, removal, transportation and recycling of tires and same have been certified by the Certifying Financial Officer;

NOW, THEREFORE, BE IT RESOLVED that the quote for removal, transportation and recycling of tires be and the same is hereby awarded to Waste Management.

BE IT ALSO RESOLVED that the Chairman and Secretary are hereby authorized to sign the attached contract (see Exhibit A).

ATTEST:

Barry Davis, Secretary

Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held April 9, 2020.

Barry Davis, Secretary

AGREEMENT BETWEEN SALEM COUNTY IMPROVEMENT AUTHORITY AND WASTE MANAGEMENT OF NEW JERSEY, INC.

WHEREAS, there exists a need for marketing, removing, transportation and recycling of auto, light truck, tractor trailer and heavy equipment tires with and without rims for the Salem County Improvement Authority (hereinafter "SCIA"); and

WHEREAS, Waste Management of New Jersey, Inc. (hereinafter "Contractor") is qualified to render marketing, removing, transportation and recycling of auto, light truck, tractor trailer and heavy equipment tires with and without rims on behalf of the SCIA; and

WHEREAS, this contract is being awarded by pursuant to N.J.S.A. 40A:11-3 after having obtained three (3) quotations, with the contract amount being below SCIA's bid threshold amount; and

WHEREAS, the Salem County Improvement Authority desires to enter into this Agreement with Contractor.

NOW THEREFORE, the undersigned parties hereby covenant and agree as follows:

1. Appointment of Contractor:

SCIA hereby agrees to retain Contractor for marketing, removing, transportation and recycling of auto, light truck, tractor trailer and heavy equipment tires with and without rims and the Contractor hereby agrees to perform those services hereinafter set forth.

2. Scope of Services:

The Contractor shall perform such services for SCIA in a good, professional and workmanlike manner, in conformity with the responsibilities, demands, ethics and best practices for the provision of such services.

3. Duration of Agreement:

This Agreement shall remain in full force and effect for a period of one year from April 9, 2020, through April 8, 2021.

4. Services of Contractor:

The Contractor will perform the following services and shall be compensated at the rates indicated in Section 5 upon submission of all properly processed service requisitions and duly itemized vouchers:

- 4.1 Contractor will be required to provide for the removal and transportation of the tires, with and without rims, from the covered roll-offs in the temporary storing location on the South Side of the Landfill, off the perimeter road, as necessary to keep the storage area of tires to a minimum.
- 4.2 The Landfill Manager or his designate, will contact Contractor by phone or e-mail a week in advance for a pickup of tires, so that it will be scheduled for the convenience of both parties.
- 4.3 Contractor will be responsible to supply all labor, material and equipment to transport and recycle the tires, with and without rims, to the recycling market/vendor off-site with the loading at the Solid Waste Division provided by SCIA Solid Waste Division Personnel as so directed by the Landfill Manager.
- 4.4 Tires, with and without rims, can be removed off-site utilizing the storage rolloffs or reloaded from the roll-offs by SCIA personnel/equipment into Contractor's open top walking floor tractor trailer or "tipper" trailer.
- 4.5 Unloading at the recycling location will be the sole responsibility of Contractor.
- 4.6 Contractor will comply with all Federal, State, City and DOT rules and regulations.
- 4.7 Contractor will perform any other duties as listed in the quote dated March 27,2020.
- 4.8 The total amount of fees paid by SCIA to Contractor under this Agreement shall not exceed the sum of \$40,000.00.

5. Rate of Compensation:

Rate of compensation for the above-described services is as follows:

Three Hundred Fifty Dollars and Zero Cents (\$350.00) per ton for removal, transportation and recycling of auto, light truck, tractor trailer and heavy equipment tires, with and without rims, accepted during the contract term at the SCIA Solid Waste Division, 36 McKillip Road, Alloway Township, Salem County, New Jersey.

6. Insurance Coverage

Contractor shall maintain at its sole cost and expense comprehensive general liability and business auto policies each with limits of not less than \$1,000,000.00 coverage per occurrence, and all such policies shall name SCIA as an "Additional Insured" and "Certificate Holder". Contractor shall provide SCIA with proof of such liability insurance coverage upon the request of SCIA, which proof may take the form of an appropriate Certificate of Insurance.

7. Term of Agreement

The term of this Agreement shall be for a period of one year from April 9, 2020, until April 8, 2021. Prices shall be firm and unchanged for the term of this agreement.

ATTEST:	Salem County Improvement Authority Representative
By: Barry Davis, Secretary	By: Cordy Taylor, Chairman
ATTEST:	Waste Management of New Jersey, Inc.
	By: