SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2020-49

April 9, 2020

RESOLUTION AUTHORIZING THE SIGNING OF A CONTRACT FOR HAULING WHITE GOODS AND SCRAP METAL FOR RECYCLING TO SOUTH JERSEY RECYCLING, LLC

WHEREAS, the Salem County Improvement Authority ("SCIA") has the need for removal, transportation and recycling of white goods and scrap metal; and

WHEREAS, the cost for said removal, transportation and recycling of white goods and scrap metal has previously not exceeded \$6,000; and

WHEREAS, South Jersey Recycling, LLC, ("South Jersey") has performed this service previously and the Recycling Coordinator has reviewed this performance and finds it to be in the best interest of SCIA to continue this business relationship; and

WHEREAS, the contract in question is not subject to the requirements of public bidding or competitive contracting pursuant to N.J.S.A. 40A:11-1, et. seq., New Jersey's Local Public Contract Law, as the amount is below the sum of \$6,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Improvement Authority Board as follows:

1. The Chairman and Secretary are authorized to sign the attached contract with South Jersey Recycling, LLC. in an amount not to exceed \$6,000.00.

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 SOUTH JERSEY RECYCLING, LLC.

WHEREAS, there exists a need for marketing, removing, transportation and recycling of refrigerators, freezers and air conditioners (collectively, "white goods", which may contain Freon) from the Convenience Center to SJ Metal Recycling in New Castle, Delaware and back to the Convenience Center for the Salem County Improvement Authority (hereinafter "SCIA").

WHEREAS, South Jersey Recycling, LLC (hereinafter "Contractor") is qualified to render marketing, removing, transportation and recycling of white goods and scrap metal on behalf of the SCIA.

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 white goods and scrap metal and the Contractor hereby agrees to perform those Services as 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 pick up each full forty (40) cubic yard roll-off container of scrap metal and white goods located at/or behind the Convenience Center and transport same to SJ Metal Recycling in New Castle, Delaware and return the empty roll-off containers back to the Convenience Center at their designated location.
- 4.2 Each roll-off container will be weighed out full by our Certified Weighmasters to establish the weight on the contents and to also insure full weights outbound do not exceed the legal road limit of 80,000 pounds.
- 4.3 Unloading at the recycling location (SJ Metal Recycling) will be the sole responsibility of Contractor.
- 4.4 Contractor will comply with all Federal, State, City and DOT rules and regulations.
- 4.5 Contractor will per perform any other duties as listed in the Quote dated March 1, 2019.

5. Rate of Compensation:

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

- a. Zero Dollars and Zero Cents (\$0.00) for the transportation, delivery, emptying and return of each 40 cubic yard roll off container containing white goods accepted during the contract term at the SCIA Solid Waste Division, 36 McKillip Road, Alloway Township, Salem County, New Jersey.
- b. Fifty Dollars and Zero Cents (\$50.00) for the transportation, delivery, emptying and return of each 40 cubic yard roll off container containing scrap metal accepted during the 2020 calendar year at the SCIA Solid Waste Division, 36 McKillip Road, Alloway

Township, Salem County, New Jersey. In addition, SCIA will be credited back three (\$.03) cents per pound for the net weight of each container. A check will be provided to SCIA for the full amount of the credit within seven (7) days of pick up.

c. The total amount of fees paid by SCIA to Contractor under this Agreement shall not exceed the sum of \$6,000.00.

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.

ATTEST:

Salem County Improvement Authority

Representative

By: Barry Davis, Secretary

By: Cordy Taylor. Chairman

ATTEST:

South Jersey Recycling, LLC

Amanda Collman Scoretary

By: Elres Siddig; Member CEC

