

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2021-54

April 8, 2021

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING AWARD OF A QUOTE FOR REMOVAL, TRANSPORTATION AND
RECYCLING OF TIRES TO CARBON INDUSTRIAL SERVICES, LLC**

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

WHEREAS, SCIA solicited quotes in accordance with applicable law for the rendering of said services; and

WHEREAS, Carbon Industrial Services, LLC ("Carbon Industrial") submitted a quote for marketing of tires, which includes removal, transportation and recycling on March 25, 2021; and

WHEREAS, after due diligence, SCIA finds the quote from Carbon Industrial to be the lowest quote, responsive to the request and in the best interest of SCIA 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;

WHEREAS, this contract is being awarded under a non-fair and open process, with the Contractor having filed the required campaign contribution disclosure forms with SCIA and the Contractor being eligible thereunder for the award of the contract; 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;


Vendor: Carbon Industrial Services, LLC

Account Number	Amount	Department Description
01-20-130-710	\$25,000.00	REA Grant

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

BE IT ALSO RESOLVED that the Chairman and Secretary are hereby authorized to sign the attached Agreement (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 8, 2021.


Barry Davis, Secretary

**AGREEMENT BETWEEN
SALEM COUNTY IMPROVEMENT AUTHORITY
AND CARBON INDUSTRIAL SERVICES, LLC.**

This AGREEMENT ("Agreement") is entered into and shall become effective on April __, 2021, by and between the Salem County Improvement Authority ("SCIA") and Carbon Industrial Services, LLC, a _____ corporation ("Contractor").

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").

WHEREAS, Carbon Industrial Services, LLC (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.

WHEREAS, Contractor submitted a quote in response to a request for quotes which was determined to be the lowest quote, responsive to the request and in the best interest of 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 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 and in Contractor's quote documents.

2. Scope of Services:

The Contractor, in a good, professional and workmanlike manner, in conformity with the submitted quote documents and the responsibilities, demands and ethics of the profession and shall provide and perform all reasonable and necessary services specified in the quote documents for SCIA.

3. Duration of Agreement:

This Agreement shall remain in full force and effect for a period of one year from April 8, 2021, through April 07, 2022, unless otherwise terminated in accordance with the provisions of this Agreement. Except as provided by law, prices shall be firm and unchanged as set forth in the Contractor's quote documents for the term of this Agreement.

This Agreement may be terminated without cause or reason by either SCIA or the Contractor upon thirty (30) days written notice to the other party.

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 roll-offs 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 and services as listed in the Quote dated March 25, 2021.

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 comply with all insurance requirements outlined in the quote documents, SCIA **must** be named as an “Additional Insured” and “Certificate Holder” on Contractor’s liability policies. It is understood and agreed by the parties that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration of this Agreement and the Certificate(s) of Insurance presented by Contractor to SCIA must include a clause stating that the insurance may not be canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to SCIA.

7. Relationship of the Parties.

Nothing in this Agreement is intended to, or shall operate to, create a partnership, joint venture, or agency relationship between the parties, or to authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). SCIA and Contractor agree and acknowledge that Contractor will provide the Services as an independent contractor and not as a representative or agent of SCIA.

8. Contractor's Representations and Warranties:

(a) Contractor is and has been engaged in the business of marketing, removing, transportation and recycling of auto, light truck, tractor trailer and heavy equipment tires with and without rims and has developed the requisite expertise for the management, handling, transportation and disposal of such items.

(b) Contractor will perform the Services in full compliance with all applicable statutes, rules, regulations and ordinances of the federal, state and local governments in the jurisdictions where any of the services are performed.

(c) Any recycling and/or disposal facility used by Contractor to perform the services will have all required and necessary permits, licenses, certificates and approvals from any federal, state or local government or authority having jurisdiction over such facility to allow the facility to accept, store, treat, process, recycling or dispose of auto, light truck, tractor trailer and heavy equipment tires with and without rims that are the subject of this Agreement.

(d) In the event any recycling or disposal facility used by Contractor to provide the services during the term of this Agreement: (i) loses its permitted status, (ii) has its permitted status suspended for any period of time, or (iii) is or becomes the subject of action by any government agency or authority which could reasonably results in the loss or suspension of its permitted status, Contractor will promptly notify SCIA in writing of such events.

9. Contractor Indemnification. Contractor shall indemnify and hold SCIA and its officers, employees, representatives and board members ("SCIA Indemnified Parties") harmless from and against all suits, actions, losses, penalties and damages of every nature and description brought against the any of the SCIA Indemnified Parties, arising from or related to this Agreement or the performance of the services by, on behalf of or at the request of Contractor.

10. Applicable Law.

This Agreement shall be governed in all respects by the laws of the State of New Jersey without regard to conflicts of law principles. Venue shall be in the County of Salem.

ATTEST:

Salem County Improvement Authority
Representative

By: Barry Davis, Secretary

By: Cordy Taylor, Chairman

ATTEST:

Carbon Industrial Services, LLC

By:

Revised 11/10/00

☐ Chciałbym także informację o możliwości u siebie sprzedaży (z)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

Page ____ of ____

No contributions of any kind.

Vendor Name: Carbon Industrial Services, LLC

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Salem

State: Governor, and Legislative Leadership Committees

Legislative District #3: State Senator and two (2) members of the General Assembly per district.

County: Freeholders, County Clerk, Sheriff and Surrogate

Municipalities (*Mayor and members of governing body, regardless of title*):

Alloway Township
Carneys Point Township
Elmer Borough
Elsinboro Township
Lower Alloways Creek Township
Mannington Township
Oldmans Township
Penns Grove Borough
Pennsville Township
Pilesgrove Township
Pittsgrove Township
Quinton Township
Salem City
Upper Pittsgrove Township
Woodstown Borough

Boards of Education (*Members of the Board*):

Alloway Township
Elmer Borough
Elsinboro Township
Lower Alloways Creek
Mannington Township
Oldmans Township
Penns Grove-Carney's Point Regional
Pennsville
Pittsgrove Township
Quinton Township
Salem City
Upper Pittsgrove Township
Woodstown-Pilesgrove Regional

Fire Districts (*Board of Fire Commissioners*):

Pittsgrove Township Fire District No. 1
Pittsgrove Township Fire District No. 2
Pittsgrove Township Fire District No. 3

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Salem County Improvement Authority (SCIA)* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Wallace Puttkowski	Title:	Owner
Signature:	<i>Wallace Puttkowski</i>	Date:	April 5, 2021