

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2021-59

April 8, 2021

**RESOLUTION AUTHORIZING THE SIGNING OF A CONTRACT FOR HAULING
WHITE GOODS FOR RECYCLING TO C&H DISPOSAL SERVICES, INC.**

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

WHEREAS, the cost for said removal, transportation and recycling of white goods has previously not exceeded \$6,000 and will not exceed said sum in the coming year; and

WHEREAS, C&H Disposal Services, Inc. (“C&H”) has submitted the lowest quote for these services, and SCIA has reviewed C&H’s past performance and finds it to be in the best interest of SCIA to award the quote to them; 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.

WHEREAS, funds are available in the full amount of the cost of hauling of white goods to recycling and same have been certified by the Certifying Financial Officer;


Vendor: C&H Disposal Services, Inc.

Account Number	Amount	Department Description
01-20-130-710	\$6,000.00	REA Grant


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 C&H 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 8, 2021.


Barry Davis, Secretary

**AGREEMENT BETWEEN
SALEM COUNTY IMPROVEMENT AUTHORITY
AND C&H DISPOSAL SERVICE, INC.**

This AGREEMENT (“Agreement”) is entered into and shall become effective on April __, 2021, by and between the Salem County Improvement Authority (“SCIA”) and C&H Disposal Service, Inc. a _____ corporation (“Contractor”).

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 James Matteo& Sons, Inc., in Thorofare, New Jersey and back to the Convenience Center for the Salem County Improvement Authority (hereinafter “SCIA”).

WHEREAS, C&H Disposal Service, Inc. (hereinafter “Contractor”) is qualified to render marketing, removing, transportation and recycling of white goods 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 white goods and the Contractor hereby agrees to perform those Services as hereinafter set forth and in the Contractor’s quote documents.

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 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 pick up each full forty (40) cubic yard roll-off container of white goods located at/or behind the Convenience Center and transport same to James Matteo & Sons., Inc. in Thorofare, New Jersey 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 ensure full weights outbound do not exceed the legal road limit of 80,000 pounds.
- 4.3 Unloading at the recycling location (James Matteo & Sons) 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 25, 2021.

5. Rate of Compensation:

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

- a. Three Hundred Twenty-Five Dollars and Zero Cents (\$325.00) 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. 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. 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 refrigerators, freezers and air conditioners (collectively, "white goods", which may contain Freon) 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 refrigerators, freezers and air conditioners (collectively, "white goods", which may contain Freon) 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:

C&H Disposal Services, Inc.

By: