

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2021-60

April 8, 2021

**RESOLUTION AUTHORIZING THE SIGNING OF A CONTRACT FOR HAULING
COMINGLED, PAPER AND CARDBOARD FOR RECYCLING TO HEI OF PA, INC.**

WHEREAS, the Salem County Improvement Authority ("SCIA") has the need for removal, transportation and recycling of comingled aluminum/steel cans, glass bottles and plastic containers, and paper and cardboard; and

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

WHEREAS, HEI of PA, Inc. ("Hilltop") has submitted the lowest quote for these services, and SCIA has reviewed Hilltop'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; and

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

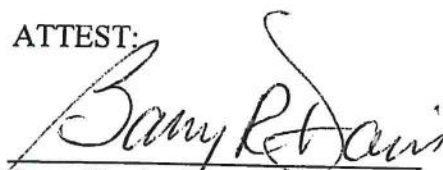
Vendor: Hilltop Environmental Solutions

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 Hilltop in an amount not to exceed \$6,000.00.

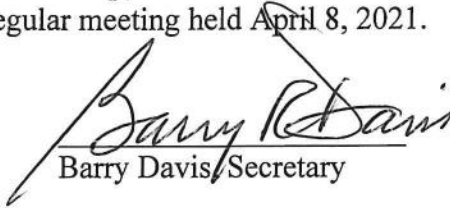
ATTEST:


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 HEI OF PA, INC.**

This AGREEMENT ("Agreement") is entered into and shall become effective on April __, 2021, by and between the Salem County Improvement Authority ("SCIA") and HEI of PA, Inc., a _____ corporation ("Contractor").

WHEREAS, there exists a need for transportation of comingled aluminum/steel cans, glass bottles and plastic containers, and cardboard and paper from the Convenience Center to OMNI Recycling in Mantua, New Jersey and back to the Convenience Center for the Salem County Improvement Authority (hereinafter "SCIA"); and

WHEREAS, HEI of PA, Inc. (hereinafter "Contractor") is qualified to render transportation of recycling of comingled aluminum/steel cans, glass bottles and plastic containers and cardboard and paper to markets on behalf of the SCIA; and

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; 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 transportation to recycling markets of cardboard, paper, comingled aluminum/steel cans, glass bottles and plastic containers and the Contractor hereby agrees to perform those services hereinafter set forth.

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 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 the Contractor's quote documents and 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 comingled aluminum/steel cans, glass bottles and plastic containers located at/or behind the Convenience Center and transport same to OMNI Recycling in Mantua, 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 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 Seventy-five Dollars and Zero Cents (\$375.00) per 40 cubic yard roll off container containing comingled aluminum/steel cans, glass bottles and plastic containers accepted during the contract term at the SCIA Solid Waste Division, 36 McKillip Road, Alloway Township, Salem County, New Jersey and delivered to Omni Recycling in Mantua, New Jersey and back to the SCIA Convenience Center.
- b. Three Hundred Dollars and Zero Cents (\$375.00) per 20 cubic yard roll off container containing cardboard and paper accepted during the 2021 year at the SCIA Solid Waste Division, 36 McKillip Road, Alloway Township, Salem County, New Jersey and delivered to Omni Recycling in Mantua, New Jersey, and back to SCIA.
- 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 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 the transportation of comingled aluminum/steel cans, glass bottles and plastic containers and cardboard and paper 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 the comingled aluminum/steel cans, glass bottles and plastic containers and cardboard and paper 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:

HEI OF PA, INC.

By: