

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2023-50

April 13, 2023

RESOLUTION AWARDING CONTRACT FOR HAULING, TRANSPORTING AND
DELIVERING OF LEACHATE AND SEWAGE FOR THE SALEM COUNTY
IMPROVEMENT AUTHORITY SOLID WASTE DIVISION

WHEREAS, the Salem County Improvement Authority solicited, received and opened sealed bids on March 28, 2023, at 1:00pm prevailing time for Hauling, Transporting and Delivering of Leachate and Sewage for the SCIA Solid Waste Division; and

WHEREAS, said bids were duly advertised in accordance with Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, all bid results and recommendations are on file in the Office of the Executive Director for SCIA as required by Law; and

WHEREAS, the Executive Director and Accounts Payable Clerk have reviewed all bid submissions and has recommended that the bids be awarded to the bidder providing the lowest responsible bid, Wind River Env dba Franc Env of NJ; and

WHEREAS, the bids were as follows:

| BIDDER'S NAME | BID DELCORA | BID GCUA | BID E. I. DuPont | BID SEWAGE |
|---------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Wind River Env dba Franc Env of NJ | <u>\$.0498 per gallon</u> | <u>\$.0498 per gallon</u> | <u>\$.0498 per gallon</u> | <u>\$.0968 per gallon</u> |
| HEI of PA, Inc. | \$.0548 per gallon | \$.060 per gallon | \$.060 per gallon | \$.145per gallon |
| Spectraserv Inc. | \$.22 per gallon | \$.22 per gallon | \$.22 per gallon | \$.22 per gallon |
| Lacy's Express, Inc. | \$.07 per gallon | \$.065 per gallon | \$.050 per gallon | \$.15 per gallon |

WHEREAS, Wind River Env dba Franc Env of NJ was the lowest responsible bidder for the leachate and sewage hauling, transportation and delivery; and

WHEREAS, Wind River Env dba Franc Env of NJ, did substantially comply with the bid specification in all respects; and

WHEREAS, Wind River Env dba Franc Env of NJ in accordance with N.J.A.C. 5:30-5.4, the SCIA Treasurer/Finance Officer has provided a certificate of availability of funds that appropriates funds for this contract to the following line item of the budget #01-05-120-510 Leachate Hauling;

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

1. The SCIA awards a time and materials contract that shall comply with the bid specifications for a total amount not to exceed **\$750,000.00** (Seven Hundred and Fifty Thousand Dollars), subject to the review and approval of the SCIA Solicitor and the SCIA Risk Manager, to Wind River Env dba Franc Env of NJ, to Haul, Transport and Deliver Leachate and Sewage for the SCIA Solid Waste Division.
2. The Chairperson and Executive Director shall be authorized to execute said contract upon compliance by the bidder with the bond and insurance requirements of the specifications.

ATTEST:


Barry Davis, Secretary


Susan Bestwick, Chairperson

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the SCIA Board of Directors at the regular meeting held April 13, 2023.


Barry Davis, Secretary



CONTRACT BETWEEN

SALEM COUNTY IMPROVEMENT AUTHORITY

AND

**Wind River Environmental LLC dba Franc Environmental of New
Jersey Inc.**

**FOR HAULING, TRANSPORTING AND DELIVERING OF
LEACHATE AND SEWAGE**

Article 1. *Parties to Contract*

1.01. This Contract is made and entered into between the Salem County Improvement Authority (hereinafter referred to as "SCIA"), 286 Welchville Road, Alloway, NJ 08001, a public body corporate and politic of the State of New Jersey, Wind River Environmental LLC dba Franc Environmental of New Jersey Inc. (hereinafter referred to as the "Contractor"), having its principal place of business at 960 Jacksonville Road Ivyland PA 19874. This contract is to be binding upon SCIA, its successors or assigns, and upon Contractor, together with its successors and assigns.

Article 2. *Authority to Enter Into Contract; Approval by County Commissioners*

2.01. Contractor is entering into this Contract as the lowest responsible bidder, pursuant to the "Bid For Hauling, Transporting and Delivering of Leachate and Sewage" opened and read in public at 1:00 p.m. on March 28, 2023. SCIA Resolution 2023-50, authorizing the award of the bid to Contractor, is attached hereto as Exhibit A and made a part hereof.

2.02. SCIA and Contractor are required to enter into a written contract in compliance with and subject to the "Local Public Contracts Law" (N.J.S.A. 40A:11-5) .

2.03. Contractor acknowledges that SCIA is required to submit all actions, including the execution of this Contract, and any and all separate provisions thereto, to the Salem County Commissioners, for approval or veto, in accordance with N.J.S.A. 40:37A-50 and any amendments thereto.

2.04. Notwithstanding any provision to the contrary, the actual effective date of this Contract shall be upon the expiration of the aforementioned veto time period. This Contract shall not take effect, and shall be immediately null and void, in the event the Contract, or any provision thereto, is vetoed by the Director of the Salem County Commissioners in accordance with the provisions of N.J.S.A. 40:37A-50 and any amendments thereto.

Article 3. *Contract Period.*

3.01 The term of this Contract shall be two years, beginning May 15, 2023, and ending May 16, 2025. SCIA shall have the option of extending the contract for two additional years, under the same terms and conditions as the original contract, upon 30 days written notice to Contractor. Except as provided by law, prices shall be firm and unchanged for the term of this contract and any extension thereof, as set forth on the Contractor's bid sheet.

Article 4. *Services to Be Performed Pursuant to Contract*

4.01. Contractor agrees to provide Hauling, Transporting and Delivering of Leachate and Sewage services in accordance with the specifications for the "Bid For Hauling,

Transporting and Delivering of Leachate and Sewage” opened and read in public at 1:00 p.m. on March 28, 2023 (hereinafter, referred to as the “Work To Be Performed”).

4.02 Contractor agrees that the “Bid For Hauling, Transporting and Delivering of Leachate and Sewage” opened and read in public at 1:00 p.m. on March 28, 2023, and any responsive bid thereto by Contractor, shall be strictly adhered to and that all descriptions, brand names, conditions, terms, covenants, documents, and other provisions, of whatever nature, of such bid are hereby incorporated into the Contract and made a part hereof. The items and prices which form the basis for this Contract are set forth on the Contractors Bid Sheet which was submitted with the bid and are incorporated herein.

Article 5. *Compensation.*

5.01. The compensation under the Contract shall be as follows:

| DELCORA | GCUA | E. I. DuPont | SEWAGE | CITY OF SALEM |
|--|--|--|--|--|
| <u>\$0.0498</u> <u>per gallon</u> | <u>\$0.0498</u> <u>per gallon</u> | <u>\$0.0498</u> <u>per gallon</u> | <u>\$0.0968</u> <u>per gallon</u> | <u>\$0.0311</u> <u>per gallon</u> |

5.02 A purchase order will be issued for each order from SCIA. No other order shall be accepted. With each purchase order, a voucher will be submitted for signature by Contractor. Contractor shall sign the voucher and return it to SCIA.

5.03. Contractor shall invoice SCIA monthly. SCIA shall not be responsible for any late fees or service fees.

5.04. This Contract shall not be deemed to authorize any expenditure or the incurring of any liability in excess of the sum appropriated therefore in accordance with the law.

5.05. The obligation of SCIA is limited to the availability of funds appropriated in the current fiscal period. Continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds by SCIA.

5.06 This contract shall not exceed \$750,000.00 for the 2023 budget year. SCIA shall not be required to pay anything in excess of the amount appropriated in its budget and certified as available by its chief financial officer for succeeding years.

Article 6. *Responsibilities and Reservations of SCIA*

6.01 SCIA hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Contract by the Laws and Constitution of the State of New Jersey and of the United States, except those limited by a specific and express terms hereof are in conformance with the Constitution and the Laws of the United States and New Jersey.

Article 7. *Insurance*

7.01. Contractor shall not commence any work in connection with the awarded contract until all of the types of insurance set forth in Article 7, Section 7.04 have been obtained and such insurance policies have been approved by the Solicitor for SCIA. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey.

7.02. Contractor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the Salem County Improvement Authority as "Additional Insured" and "Certificate Holder". Such Certificate of Insurance shall provide that the insurance company give SCIA thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The additional insurance shall provide coverage for all SCIA employees and appointed officials on a primary basis.

7.03. SCIA, and its respective divisions, shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

7.04. It shall be the responsibility of Contractor to maintain in force the following insurance policies named herein during the life of this Contract:

- a. **WORKER'S COMPENSATION INSURANCE**, including Occupational Diseases, covering Contractor's employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employer's Liability endorsement providing limits of not less than statutory requirements.
- b. **GENERAL PUBLIC LIABILITY INSURANCE**, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof

in any one occurrence, and \$2,000,000.00 aggregate property damage per accident.

- c. **AUTOMOBILE LIABILITY INSURANCE**, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined for damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property, including the loss of use thereof in any one occurrence covering owned, non-owned, or hired vehicles.

Article 8. *Release and Indemnification*

8.01. Contractor agrees to pay all charges for materials and labor required to complete the work to be performed and agrees to indemnify and save harmless SCIA, its officers, agents and servants, against and from all suits and costs of every name and description, and from all damages to which SCIA or any of its officers, agents, or servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of said work to be performed or through the negligence of Contractor or through any improper or defective machinery, implements or appliances used by Contractor or through any other act or omission on the part of Contractor, his agent or agents, or from an debts incurred by agents or subcontractors of Contractor.

8.02. It is also agreed and understood that the acceptance of each monthly payment by Contractor shall be understood as a release in full of all claims against SCIA out of, or by reason of the work done and materials furnished under this contract up to and through each given month.

Article 9. *Taxes*

9.01. SCIA is exempt from all Federal and State Taxes.

9.02. Pursuant to N.J.S.A. 52:32-44, Contractor agrees that all contractors and all subcontractors that knowingly provide goods or perform services for Contractor in fulfilling this contract are subject to the following requirements:

- a. Contractor shall provide written notice to its subcontractors to submit proof of Business Registration to Contractor;
- b. Prior to receipt of final payment from a contracting agency, Contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c. During the term of this Contract, Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax

due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Article 13. *Assignment*

13.01. It is understood by all parties that if, during the life of the contract, Contractor disposes of its business concern by acquisition, merger, sale, transfer, or by any means conveys their interest to another party, all contractual obligations are transferred to that new party.

13.02. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without written consent of SCIA.

Article 14. *Additional Claims Prohibited*

14.01. Contractor agrees that it will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on its part, or of any failure to fully acquaint himself with any conditions related to the contract.

Article 15. *Termination for Default*

15.01. Contractor's right to perform this contract may be terminated by SCIA in the event services are not performed as called for in the Contract. Thereafter, SCIA may have the service performed by others and Contractor shall be liable for all costs to SCIA in excess of the contract price for the remaining portion of the contract.

Article 16. *Termination for Convenience*

16.01. If SCIA elects to terminate this Contract, written notice will be given at least thirty (30) days in advance of the effective date. Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the cancelled portion of the contract.

Article 17. *Chemical Abstracts*

17.01. The manufacturer or supplier of a substance or a mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to assure that every container bears a proper label at a County facility. This complies with P.L. 1983, Chapter 315, "Worker Right to Know Act", subsection B, section 14. Further, all applicable Material Safety Data Sheets (MSDS) must be furnished, in legible form, to the County of Salem.

Article 18. *Political Contribution Disclosure*

