

**SALEM COUNTY IMPROVEMENT AUTHORITY**

**RESOLUTION 2023-51**

**April 13, 2023**

**RESOLUTION AWARDING CONTRACT FOR SUPPLYING OF DAILY AND  
INTERMEDIATE COVER MATERIAL TO 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 1pm prevailing time for Supplying of Daily and Intermediate Cover Material to the SCIA Solid Waste Division Landfill; 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

**WHEREAS**, the bids were as follows:

| BIDDER'S NAME                | BID             |
|------------------------------|-----------------|
| Quinton Sand and Gravel, LLC | \$10.50 per ton |
| South State Materials, LLC   | \$17.75 per ton |
| Bull Waste and Recycling     | \$21.50 per ton |

**WHEREAS**, Quinton Sand and Gravel, LLC was the lowest bidder for the Bid; and

**WHEREAS**, Quinton Sand and Gravel, LLC did substantially comply with the bid specification in all material respects and therefore is the lowest responsible bidder; and


**WHEREAS**, 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 #01-05-120-506 Cover Material;

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

1. The SCIA awards a contract that shall comply with the bid specifications for a total amount of **\$157,500.00** (One Hundred Fifty Seven Thousand, Five Hundred Dollars and Zero Cents), subject to the review and approval of the SCIA Solicitor and the SCIA Risk Manager, to **Quinton Sand and Gravel, LLC** to Supply Daily and Intermediate Cover 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  
QUINTON SAND & GRAVEL LLC  
FOR SUPPLYING DAILY AND INTERMEDIATE  
COVER MATERIAL

**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, and Quinton Sand & Gravel LLC (hereinafter referred to as the "Contractor"), having its principal place of business at 2036 Oldmans Creek Road Woolwich Twp NJ 08085. 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 Supplying Daily and Intermediate Cover Material to the Salem County Improvement Authority- Solid Waste Division" opened and read in public at 1:00 p.m. on March 28, 2023. SCIA Resolution 2023-51 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, 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 Daily and Intermediate Cover Material in accordance with the specifications for the “Bid for Supplying Daily and Intermediate Cover Material to the Salem County Improvement Authority- Solid Waste Division” 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 Supplying Daily and Intermediate Cover Material to the Salem County Improvement Authority- Solid Waste Division” 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 \$10.50 per ton. This contract shall not exceed the total cost of \$157,500.00 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.

**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.

**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. 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.

**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 ensure that it and/or its sub-contractors maintain in force the following insurance policies during the life of this Contract:

- a. **WORKER'S COMPENSATION INSURANCE**, including Occupational Diseases, covering Contractor's employees and/or agents 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 Employee'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 and each and every one of them, 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 the final 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.

**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.

A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



**Article 10.**    *Affirmative Action*

10.1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual



orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

#### **Article 11.**     *Americans With Disabilities Act*

**11.01.** Contractor and SCIA agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this Contract. In providing any aid, benefit, or service on behalf of SCIA pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend SCIA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, SCIA, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of

whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The Contractor shall, at his own expense, appear, defend, and pay any and all legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to SCIA's grievance procedure, the Contractor agrees to abide by any decision of SCIA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the SCIA or if SCIA incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

SCIA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against SCIA or any of its agents, servants, and employees, SCIA shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by SCIA or its representatives.

It is expressly agreed and understood that any approval by SCIA of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless SCIA pursuant to this paragraph.

It is further agreed and understood that SCIA assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude SCIA from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

## **Article 12.**     *Prevailing Wage*

**12.01.**            This contract is not subject to N.J.S.A. 34:11-56.25 et seq., regarding the requirements of the New Jersey Prevailing Wage Act.

## **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. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

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.**     *American Produced Goods*

17.01. Only manufactured and farm products of the United States, wherever available, shall be used under this contract pursuant to N.J.S.A. 40A:11-18. However, the decision of SCIA will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law.

**Article 18.**     *Chemical Abstracts*

18.01. 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 19.**     *Political Contribution Disclosure*

19.01. Contractor is awarded this contract based on merits and abilities of Contractor to provide the goods and services as described herein. In the event this contract is not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned will hereby attest that Contractor, its subsidiaries, assigns or principals

**Article 20.**     *Integration and Severability*

## **Article 21.     *New Jersey Laws***

10